Bella Tara Community
Development District

Agenda

January 27, 2026

AGENDA

Bella Tara
Community Development District

219 E. Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

January 20, 2026

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, January 27, 2026 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. Organizational Matters
    A. Administration of Oaths of Office to Newly Elected Supervisors
    B. Consideration of Resolution 2026-01 Canvassing and Certifying the Results of Landowners' Election
    C. Election of Officers
    D. Consideration of Resolution 2026-02 Electing Officers
4. Approval of Minutes of the September 23, 2025 Board of Supervisors Meeting and Acceptance of Minutes of the November 4, 2025 Landowners' Meeting
5. Ratification Items
    A. Acquisition of Work Product (Master Infrastructure Project)
    B. Agreement with Hanson, Walter & Associates for Construction Engineering and Inspection Services
    C. Amended Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2025
    D. Agreement with Water Resource Associates to Provide Kissimmee Park Road Wildlife Support
    E. Change Order #1 with Ferguson Waterworks for Kissimmee Park Road Widening Segment 2 & 3
    F. Change Order #3 with JR Davis Construction Company, Inc. for Bella Tara Phase One Project
    G. Purchase Order Requests
        i. Mack Concrete ODP for Kissimmee Park Road Segment 2 & 3
        ii. FEL-Orlando Waterworks, LLC for Kissimmee Park Road Segment 2 & 3
        iii. Rinker Materials for Kissimmee Park Road Project
        iv. Hydra Service, Inc. Amendment to Purchase Order
    H. Series 2025 (Master) Requisitions #1 & #2
6. Staff Reports
    A. Attorney

B. Engineer
C. District Manager's Report
    i. Balance Sheet and Income Statement
    ii. Ratification of Funding Requests #30 - #32
7. Supervisor's Requests
8. 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

SECTION III

SECTION B

RESOLUTION 2026-01

A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNER'S ELECTION OF THE BELLA TARA COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES

WHEREAS, pursuant to Section 190.006(2), Florida Statute, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing three (3) supervisors for the District; and

WHEREAS, following proper notice of once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election, such landowners meeting was held on **November 4, 2025,** at which the below-recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board of Supervisors by means of this Resolution desire to canvas the votes and declare and certify the results of said election;

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

1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as follows:

Supervisor	# of Votes	Terms
Kevin Walsh	600	4 Year Term
Alexander Little	600	4 Year Term
Dean Perry	599	2 Year Term

2. The terms of office shall commence immediately upon the adoption of this Resolution:

Adopted this 27th day of January, 2026.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION D

RESOLUTION 2026-02

A RESOLUTION ELECTING OFFICERS OF THE BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the **Bella Tara Community Development District** at a regular business meeting held on **January 27, 2026** desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
_____	Treasurer
_____	Assistant Treasurer
_____	Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS 27TH DAY OF JANUARY, 2026.

_____
Chairman / Vice Chairman

_____
Secretary / Assistant Secretary

SECTION IV

Board of Supervisor Meeting

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, **September 23, 2025,** at 1:00 p.m. at the West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida.

Present and constituting a quorum were:

Ernesto Mitsumasu *by phone*	Chairman
Craig Perry	Vice Chairman
Dean Perry	Assistant Secretary
Kevin Walsh	Assistant Secretary
Alex Little	Assistant Secretary

Also present were:

George Flint	District Manager
Jere Earlywine *by phone*	District Counsel
Nicolle VanValkenburg *by phone*	District Engineer

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Flint called the meeting to order and called the roll. Four 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 June 24, 2025 Meeting**

Mr. Flint presented the minutes from the June 24, 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. Little, with all in favor, the Minutes of the June 24, 2025 Meeting, were approved.

FOURTH ORDER OF BUSINESS Ratification Items

A. Assignment of Petitioner's Agreement

Mr. Flint stated the Petitioner's Agreement was entered into between the developer and the county when the petition was filed to create the District. Mr. Earlywine confirmed that the desire is to assign the agreement to the CDD and that should happen after the District is up and running. Mr. Flint asked if there were any questions from the Board.

On MOTION by Mr. Craig Perry, seconded by Mr. Little, with all in favor, the Assignment of the Petitioner's Agreement, was approved.

B. Change Order #2 from Jr. Davis Construction Company, Inc.

Mr. Flint presented Change Order #2 with Jr. Davis Construction Company, and it was confirmed that this has been executed. There were no questions from the Board.

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

C. Change Order #1 from Mack Concrete Industries, Inc.

Mr. Flint presented the Change Order #1 from Mack Concrete Industries, Inc., and confirmed that this has been executed. There were no questions from the Board.

On MOTION by Mr. Craig Perry, seconded by Mr. Little, with all in favor, Change Order #1 from Mack Concrete Industries, Inc., was approved.

D. Change Order #1 from Fortiline

Mr. Flint presented the Change Order #1 from Fortiline for material purchases. There were no questions from the Board.

On MOTION by Mr. Craig Perry, seconded by Mr. Little, with all in favor, the Change Order #1 from Fortiline**,** was approved.

E. Purchase Order from Hydra Service

Mr. Flint presented the Purchase Order from Hydra Service for utility-related services. There were no questions from the Board.

On MOTION by Mr. Little, seconded by Mr. Dean Perry, with all in favor, the Purchase Order from Hydra Service, was approved.

F. Utility Construction Cost Sharing Agreement Kissimmee Park Road

Mr. Flint presented the Utility Construction Cost Sharing Agreement Kissimmee Park Road. The idea is for Bella Tara to undertake the construction of some utilities, with various cost-sharing and other obligations between parties. This has already been executed; now looking for ratification. There were no questions from the Board.

On MOTION by Mr. Craig Perry, seconded by Mr. Little, with all in favor, the Utility Construction Cost Sharing Agreement Kissimmee Park Road, was approved.

G. Gopher Tortoise Relocation Agreement and Addendum

Mr. Flint presented the Gopher Tortoise Relocation Agreement and Addendum. It was confirmed that this agreement is to accept and receive the gopher tortoises. There were no questions from the Board.

On MOTION by Mr. Craig Perry, seconded by Mr. Little, with all in favor, the Gopher Tortoise Relocation Agreement and Addendum, was approved.

H. Hansen and Walter CEI Services Agreement for Kissimmee Park Road

Mr. Craig Perry asked to add the Hansen and Walter CEI Services Agreement for Kissimmee Park Road for consideration. He stated that the contract services would cost $453,751 which would cover all inspections for utility, road, and soil testing needed. An official agreement is going to be signed and executed, with an addendum to follow if needed.

On MOTION by Mr. Craig Perry, seconded by Mr. Little, with all in favor, the Hansen and Walter CEI Services Agreement for Kissimmee Park Road, was approved.

FIFTH ORDER OF BUSINESS **Consideration of Resolution 2025-06 Finalizing the Special Assessment Bond Series 2025 (Master Infrastructure Project)**

Mr. Flint presented the Resolution 2025-06 Finalizing the Special Assessment Bond Series 2025 (Master Infrastructure Project). He stated that they're seeking ratification, as the delegation resolution was approved, and the bonds were priced and closed; this would finalize all actions related to that.

On MOTION by Mr. Craig Perry, seconded by Mr. Little, with all in favor, Resolution 2025-06 Finalizing the Special Assessment Bond Series 2025 (Master Infrastructure Project), was approved.

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2025-07 Finalizing the Special Assessment Bond Series 2025 (Assessment Area One Project)**

Mr. Flint presented the Resolution 2025-07 Finalizing the Special Assessment Bond Series 2025 (Assessment Area One Project). There were no questions from the Board.

On MOTION by Mr. Craig Perry, seconded by Mr. Little, with all in favor, Resolution 2025-07 Finalizing the Special Assessment Bond Series 2025 (Assessment Area One Project), was approved.

SEVENTH ORDER OF BUSINESS **Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2025**

Mr. Flint presented the agreement with Grau & Associates to provide auditing services for the Fiscal Year 2025. He stated that Fiscal Year 2025 ends on September 30th, and that the Board enters into engagement letters annually. Mr. Flint noted that when they put out the bid for auditing services they received 5 years of pricing which is not to exceed $3,300. He stated that this may go up due to issued bonds; typically increasing by $1,500 per bond.

On MOTION by Mr. Craig Perry, seconded by Mr. Little, with all in favor, Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2025, was approved.

EIGHTH ORDER OF BUSINESS **Consideration of Assignment Offsite Master Utility Agreement**

Mr. Flint presented the Assignment Offsite Master Utility Agreement. It was noted that they're seeking to authorize staff to complete the process of signing over the contract between Jr. Davis and the developer, with a couple of items left to work through. There were no questions from the Board.

On MOTION by Mr. Craig Perry, seconded by Mr. Little, with all in favor, the Assignment Offsite Master Utility Agreement, was approved.

NINTH ORDER OF BUSINESS **Staff Reports**

A. Attorney

Mr. Earlywine noted that permits for the road have been received and indicated readiness to release the additional funds to move the project forward. Mr. Craig Perry requested holding off on releasing the funds until the amounts owed for professional, engineering, and legal fees related to the road portion of the project are reconciled, and until the permit and a certificate from Nicole confirming readiness are obtained. Mr. Earlywine will provide his fees specific to the road project to assist with this reconciliation. Work will proceed in the interim, including required site preparations, while final permits and documentation are pending.

B. Engineer

Ms. VanValkenburg had nothing to report.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financials through the end of August. No action is required from the Board, and there were no questions.

ii. Ratification of Funding Requests #27 - #29

Mr. Flint presented funding requests #27-#29, looking for ratification by the Board. He offered to answer any questions; there were none.

> On MOTION by Mr. Craig Perry, seconded by Mr. Little, with all in favor, Funding Requests #27-#29, were ratified.

TENTH ORDER OF BUSINESS Supervisor's Requests

Mr. Craig Perry brought to attention an email from Ashley regarding the contractor's agreement and performance bond with Jr. Davis. Ashley suggested adding the District as an additional obligee if a bond already existed. Mr. Craig Perry clarified that, as the prime contractor, they would be issued the performance bond, and parties such as Toho Water Authority can be added as additional obligees. Mr. Earlywine added that Ashley likely misunderstood the bond structure and will follow up with her directly to clarify. The team also noted that the contract assignment still needs to be reviewed, though it should be a routine process given Jr. Davis's familiarity with these agreements.

ELEVENTH 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

Landowner
Meeting Minutes

MINUTES OF MEETING
BELLA TARA
COMMUNITY DEVELOPMENT DISTRICT

The Landowners' meeting of the Bella Tara Community Development District was held on Tuesday, November 4, 2025, at 1:00 p.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present were:

George Flint

FIRST ORDER OF BUSINESS **Determination of Number of Voting Units Represented**

Mr. Flint noted that he had been provided a landowner proxy from Whaley Farms, LLC naming George Flint as the proxy holder representing 651.772 acres and 657 authorized votes.

SECOND ORDER OF BUSINESS **Call to Order**

Mr. Flint called the meeting to order.

THIRD ORDER OF BUSINESS **Election of Chairman for the Purpose of Conducting the Landowners' Meeting**

Mr. Flint was elected as the Chairman to conduct the Landowners' meeting.

FOURTH ORDER OF BUSINESS **Nominations for the Position of Supervisor**

Mr. Flint nominated Dean Perry, Kevin Walsh, and Alexander Little for the position of Supervisors.

FIFTH ORDER OF BUSINESS **Casting of Ballots**

Mr. Flint cast 599 votes for Dean Perry 600 votes for Kevin Walsh, and 600 votes for Alexander Little.

SIXTH ORDER OF BUSINESS **Ballot Tabulation**

Mr. Flint noted that Kevin Walsh and Alexander Little will serve four-year terms and Dean Perry will serve a two-year term.

SEVENTH ORDER OF BUSINESS Landowners' Questions and Comments

Mr. Flint asked for any questions at this time. Hearing no questions or comments, the next item followed.

EIGHTH ORDER OF BUSINESS Adjournment

Mr. Flint adjourned the meeting at 1:02 p.m.

SECTION V

SECTION A

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5290905

INVOICE

WHALEY FARMS LLC	CLIENT ID:	
PV CONSTRUCTION LLC	INVOICE #:	5290905
CENTERLINE CAPITAL ADVISORS	INVOICE DATE:	5/24/2024
15481 SW 12TH STREET #309	DUE DATE:	5/24/2024
SUNRISE, FL 33326	BILLED THROUGH:	4/30/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: April 2024

For Professional Civil Engineering Services Rendered Through April 30, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	25.71	78,000.00	27,000.00	0.00	27,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	6.67	14,000.00	1,000.00	0.00	1,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	22.22	14,000.00	4,000.00	0.00	4,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	0.00	12,000.00	0.00	0.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	8.33	22,000.00	2,000.00	0.00	2,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	0.00	58,700.00	0.00	0.00	0.00
	270,700.00	12.56	236,700.00	34,000.00	0.00	34,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	2.05	19,590.00	410.00	0.00	410.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	0.54	76,090.00	410.00	0.00	410.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5290905

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	2.00	205.00	410.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $34,410.00

Utilities: Civil Engineering $ 13,136.67

Road and Drainage: Civil Engineering $ 21,273.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291330

INVOICE

WHALEY FARMS LLC	CLIENT ID:	
PV CONSTRUCTION LLC	INVOICE #:	5291330
CENTERLINE CAPITAL ADVISORS	INVOICE DATE:	7/9/2024
15481 SW 12TH STREET #309	DUE DATE:	7/9/2024
SUNRISE, FL 33326	BILLED THROUGH:	5/31/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING — PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: May 2024

For Professional Civil Engineering Services Rendered Through May 31, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	41.90	61,000.00	44,000.00	27,000.00	17,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	13.33	13,000.00	2,000.00	1,000.00	1,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	77.78	4,000.00	14,000.00	4,000.00	10,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	58.33	5,000.00	7,000.00	0.00	7,000.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	20.83	19,000.00	5,000.00	2,000.00	3,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	0.00	58,700.00	0.00	0.00	0.00
	270,700.00	26.60	198,700.00	72,000.00	34,000.00	38,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	7.18	18,565.00	1,435.00	410.00	1,025.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	1.88	75,065.00	1,435.00	410.00	1,025.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291330

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	5.00	205.00	1,025.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $39,025.00

Utilities: Civil Engineering $ 23,008.33

Road and Drainage: Civil Engineering $ 16,016.67

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291515

INVOICE

WHALEY FARMS LLC	CLIENT ID:	8501
PV CONSTRUCTION LLC	INVOICE #:	5291515
CENTERLINE CAPITAL ADVISORS	INVOICE DATE:	7/23/2024
15481 SW 12TH STREET #309	DUE DATE:	8/2/2024
SUNRISE, FL 33326	BILLED THROUGH:	6/30/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: June 2024

For Professional Civil Engineering Services Rendered Through June 30, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	64.76	37,000.00	68,000.00	44,000.00	24,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	40.00	9,000.00	6,000.00	2,000.00	4,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	88.89	2,000.00	16,000.00	14,000.00	2,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	58.33	5,000.00	7,000.00	7,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	41.67	14,000.00	10,000.00	5,000.00	5,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	75.98	14,100.00	44,600.00	0.00	44,600.00
	270,700.00	56.00	119,100.00	151,600.00	72,000.00	79,600.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	10.25	17,950.00	2,050.00	1,435.00	615.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	2.68	74,450.00	2,050.00	1,435.00	615.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291515

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	3.00	205.00	615.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $80,215.00

Utilities: Civil Engineering $ 10,205.00

Road and Drainage: Civil Engineering $ 70,010.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291783

INVOICE

WHALEY FARMS LLC
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5291783
INVOICE DATE: 8/22/2024
DUE DATE: 9/1/2024
BILLED THROUGH: 7/31/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: July 2024

For Professional Civil Engineering Services Rendered Through July 31, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	79.05	22,000.00	83,000.00	68,000.00	15,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	51.33	7,300.00	7,700.00	6,000.00	1,700.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	94.44	1,000.00	17,000.00	16,000.00	1,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	75.00	3,000.00	9,000.00	7,000.00	2,000.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	50.00	12,000.00	12,000.00	10,000.00	2,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	44,600.00	8,200.00
	270,700.00	67.05	89,200.00	181,500.00	151,600.00	29,900.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	17.43	16,515.00	3,485.00	2,050.00	1,435.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	4.56	73,015.00	3,485.00	2,050.00	1,435.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291783

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	7.00	205.00	1,435.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $31,335.00

Utilities: Civil Engineering $ 8,478.33

Road and Drainage: Civil Engineering $ 22,856.67

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291860

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5291860
INVOICE DATE: 9/5/2024
DUE DATE: 9/15/2024
BILLED THROUGH: 8/31/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: August 2024

For Professional Civil Engineering Services Rendered Through August 31, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	83,000.00	22,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	51.33	7,300.00	7,700.00	7,700.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	94.44	1,000.00	17,000.00	17,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	78.33	2,600.00	9,400.00	9,000.00	400.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	54.17	11,000.00	13,000.00	12,000.00	1,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	75.69	65,800.00	204,900.00	181,500.00	23,400.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	28.38	14,325.00	5,675.00	3,485.00	2,190.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	7.42	70,825.00	5,675.00	3,485.00	2,190.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291860

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Design Technician (CAD)	1.00	140.00	140.00
Senior Project Manager	10.00	205.00	2,050.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $25,590.00

Utilities: Civil Engineering $ 8,463.33

Road and Drainage: Civil Engineering $ 17,126.67

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292297

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5292297
INVOICE DATE: 10/30/2024
DUE DATE: 11/9/2024
BILLED THROUGH: 9/27/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: September 2024

For Professional Civil Engineering Services Rendered Through September 27, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	78.00	3,300.00	11,700.00	7,700.00	4,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	50.00	5,000.00	5,000.00	0.00	5,000.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	17,000.00	1,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	86.67	1,600.00	10,400.00	9,400.00	1,000.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	79.17	5,000.00	19,000.00	13,000.00	6,000.00
C	6,000.00	50.00	3,000.00	3,000.00	0.00	3,000.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	83.08	45,800.00	224,900.00	204,900.00	20,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	33.38	13,324.00	6,676.00	5,675.00	1,001.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	8.73	69,824.00	6,676.00	5,675.00	1,001.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292297

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Design Technician (CAD)	7.15	140.00	1,001.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $21,001.00

Utilities: Civil Engineering $ 2,333.67

Road and Drainage: Civil Engineering $ 18,667.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292576

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5292576
INVOICE DATE: 11/27/2024
DUE DATE: 12/7/2024
BILLED THROUGH: 10/31/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: October 2024

For Professional Civil Engineering Services Rendered Through October 31, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	84.67	2,300.00	12,700.00	11,700.00	1,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	70.00	3,000.00	7,000.00	5,000.00	2,000.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	86.67	1,600.00	10,400.00	10,400.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	87.50	3,000.00	21,000.00	19,000.00	2,000.00
C	6,000.00	66.67	2,000.00	4,000.00	3,000.00	1,000.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	85.30	39,800.00	230,900.00	224,900.00	6,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	48.38	10,324.00	9,676.00	6,676.00	3,000.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	12.65	66,824.00	9,676.00	6,676.00	3,000.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292576

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Computer Technician (CAD)	5.80	125.00	725.00
Senior Engineer Technician (CAD)	6.00	140.00	840.00
Senior Project Manager	7.00	205.00	1,435.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $9,000.00

Utilities: Civil Engineering $ 1,000.00

Road and Drainage: Civil Engineering $ 8,000.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

Reimbursable Expenses

5435-06-01
5292717

INVOICE

WHALEY FARMS LLC		CLIENT ID:	8501
Whaley Farms , LLC.		INVOICE #:	5292717
PV CONSTRUCTION LLC		INVOICE DATE:	12/11/2024
CENTERLINE CAPITAL ADVISORS		DUE DATE:	12/21/2024
15481 SW 12TH STREET #309		BILLED THROUGH:	11/30/2024
SUNRISE, FL 33326			

KISSIMMEE PARK RD EXTENSION AND WIDENING — PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: November 2024

For Professional Civil Engineering Services Rendered Through November 30, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	84.67	2,300.00	12,700.00	12,700.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	70.00	3,000.00	7,000.00	7,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	86.67	1,600.00	10,400.00	10,400.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	87.50	3,000.00	21,000.00	21,000.00	0.00
C	6,000.00	66.67	2,000.00	4,000.00	4,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	85.30	39,800.00	230,900.00	230,900.00	0.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	48.38	10,324.00	9,676.00	9,676.00	0.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	12.65	66,824.00	9,676.00	9,676.00	0.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	1,265.00	0.00	1,265.00
	1,265.00	0.00	1,265.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292717

REIMBURSABLE DETAIL	Amount
Permits/Applications Fee Advances	1,265.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $1,265.00

Utilities: Permit Fees $ 421.67

Road and Drainage: Reimbursables (Permit Fees) $ 843.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5293360

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5293360
INVOICE DATE: 3/11/2025
DUE DATE: 3/21/2025
BILLED THROUGH: 1/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: January 2025

For Professional Civil Engineering Services Rendered Through January 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	94.67	800.00	14,200.00	12,700.00	1,500.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	70.00	3,000.00	7,000.00	7,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	95.83	500.00	11,500.00	10,400.00	1,100.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	95.83	1,000.00	23,000.00	21,000.00	2,000.00
C	6,000.00	66.67	2,000.00	4,000.00	4,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	87.00	35,200.00	235,500.00	230,900.00	4,600.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	65.03	6,994.00	13,006.00	9,676.00	3,330.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	16.47	7,100.00	1,400.00	0.00	1,400.00
	76,500.00	18.83	62,094.00	14,406.00	9,676.00	4,730.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	1,265.00	1,265.00	0.00
	1,265.00	1,265.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5293360

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Computer Technician (CAD)	2.00	125.00	250.00
Inspector	5.00	150.00	750.00
Project Manager	2.00	200.00	400.00
Senior Design Technician (CAD)	5.00	140.00	700.00
Senior Project Manager	6.00	205.00	1,230.00
PDST1: POST DESIGN AND BIDDING SERVICES			
Senior Design Technician (CAD)	10.00	140.00	1,400.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $9,330.00

Utilities: Civil Engineering $ 2,676.67

Road and Drainage: Civil Engineering $ 6,653.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01

5293549

INVOICE

WHALEY FARMS LLC	CLIENT ID:	8501
Whaley Farms , LLC.	INVOICE #:	5293549
PV CONSTRUCTION LLC	INVOICE DATE:	3/27/2025
CENTERLINE CAPITAL ADVISORS	DUE DATE:	4/6/2025
15481 SW 12TH STREET #309	BILLED THROUGH:	2/28/2025
SUNRISE, FL 33326		

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: February 2025

For Professional Civil Engineering Services Rendered Through February 28, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	94.67	800.00	14,200.00	14,200.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	70.00	3,000.00	7,000.00	7,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	11,500.00	500.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	97.50	600.00	23,400.00	23,000.00	400.00
C	6,000.00	66.67	2,000.00	4,000.00	4,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	87.33	34,300.00	236,400.00	235,500.00	900.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01

5293549

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	75.54	4,892.90	15,107.10	13,006.00	2,101.10
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	16.47	7,100.00	1,400.00	1,400.00	0.00
	76,500.00	21.58	59,992.90	16,507.10	14,406.00	2,101.10

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	7,765.00	1,265.00	6,500.00
Current billing of 6,500 for Geotechnical Engineering Services	7,765.00	1,265.00	6,500.00

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Computer Technician (CAD)	3.00	125.00	375.00
Senior Project Manager	8.42	205.00	1,726.10

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $9,501.10

Utilities: Civil Engineering $ 1,200.37
Geotech Engineering: $ 2,166.67

Road and Drainage: Civil Engineering $ 1,800.73
Reimbursables (Geotech Engineering) $ 4,333.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5293884
INVOICE DATE: 5/14/2025
DUE DATE: 5/24/2025
BILLED THROUGH: 4/30/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: April 2025

For Professional Civil Engineering Services Rendered Through April 30, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	14,200.00	800.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	7,000.00	3,000.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	23,400.00	600.00
C	6,000.00	66.67	2,000.00	4,000.00	4,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	52,800.00	1,100.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	69.23	4,000.00	9,000.00	0.00	9,000.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	0.00	2,000.00	0.00	0.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	89.21	3,306.25	27,326.24	0.00	27,326.24
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	76.26	86,606.25	278,226.24	236,400.00	41,826.24

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	87.84	2,432.90	17,567.10	15,107.10	2,460.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5293884

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	16.47	7,100.00	1,400.00	1,400.00	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	50.28	42,264.05	42,735.95	0.00	42,735.95
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	0.00	5,000.00	0.00	0.00	0.00
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	71.67	3,400.00	8,600.00	0.00	8,600.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	12.17	13,175.00	1,825.00	0.00	1,825.00
	193,500.00	37.28	121,371.95	72,128.05	16,507.10	55,620.95

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	12.00	205.00	2,460.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC			
Computer Technician (CAD)	10.07	125.00	1,258.75
Design Technician (CAD)	56.37	140.00	7,891.80
Engineer	74.00	165.00	12,210.00
Project Manager	6.00	200.00	1,200.00
Senior Design Technician (CAD)	144.11	140.00	20,175.40
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN			
Project Manager	43.00	200.00	8,600.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE			
Computer Technician (CAD)	5.00	125.00	625.00
Project Manager	6.00	200.00	1,200.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $97,447.19

Utilities: Civil Engineering $ 24,273.65

Road and Drainage: Civil Engineering $ 73,173.54

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294337
INVOICE DATE: 7/14/2025
DUE DATE: 7/24/2025
BILLED THROUGH: 5/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: May 2025

For Professional Civil Engineering Services Rendered Through May 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: Consumptive Use Water Permit	6,000.00	100.00	0.00	6,000.00	4,000.00	2,000.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	50.00	1,000.00	1,000.00	0.00	1,000.00
AST3: SCHEDULE OF VALUES	2,000.00	25.00	1,500.00	500.00	0.00	500.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	73.46	3,450.00	9,550.00	9,000.00	550.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	0.00	2,000.00	0.00	0.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	89.21	3,306.25	27,326.24	27,326.24	0.00
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	77.37	82,556.25	282,276.24	278,226.24	4,050.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	89.34	2,132.90	17,867.10	17,567.10	300.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294337

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	22.35	6,600.00	1,900.00	1,400.00	500.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	85.57	12,263.45	72,736.55	42,735.95	30,000.60
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	0.00	5,000.00	0.00	0.00	0.00
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	88.33	1,400.00	10,600.00	8,600.00	2,000.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	21.50	11,775.00	3,225.00	1,825.00	1,400.00
	193,500.00	54.95	87,171.35	106,328.65	72,128.05	34,200.60

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Project Manager	1.50	200.00	300.00
PDST1: POST DESIGN AND BIDDING SERVICES			
Computer Technician (CAD)	4.00	125.00	500.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC			
Senior Design Technician (CAD)	214.29	140.00	30,000.60
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN			
Project Manager	10.00	200.00	2,000.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE			
Project Manager	7.00	200.00	1,400.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $38,250.60

Utilities: Civil Engineering $ 12,900.20

Road and Drainage: Civil Engineering $ 25,350.40

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294473
INVOICE DATE: 7/29/2025
DUE DATE: 8/8/2025
BILLED THROUGH: 6/29/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: June 2025

For Professional Civil Engineering Services Rendered Through June 29, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	50.00	1,000.00	1,000.00	1,000.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	500.00	1,500.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	83.46	2,150.00	10,850.00	9,550.00	1,300.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	0.00	2,000.00	0.00	0.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	89.21	3,306.25	27,326.24	27,326.24	0.00
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	78.14	79,756.25	285,076.24	282,276.24	2,800.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	92.34	1,532.30	18,467.70	17,867.10	600.60
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294473

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	22.35	6,600.00	1,900.00	1,900.00	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	93.81	5,263.05	79,736.95	72,736.55	7,000.40
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	60.00	1,999.80	3,000.20	0.00	3,000.20
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	98.33	200.00	11,800.00	10,600.00	1,200.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	24.17	11,375.00	3,625.00	3,225.00	400.00
	193,500.00	61.26	74,970.15	118,529.85	106,328.65	12,201.20

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Principal	1.82	330.00	600.60
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC			
Design Technician (CAD)	34.11	140.00	4,775.40
Engineer	5.00	165.00	825.00
Project Manager	7.00	200.00	1,400.00
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS			
Design Technician (CAD)	21.43	140.00	3,000.20
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN			
Project Manager	6.00	200.00	1,200.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE			
Project Manager	2.00	200.00	400.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $15,001.20

Utilities: Civil Engineering $ 5,367.07

Road and Drainage: Civil Engineering $ 9,634.13

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294658
INVOICE DATE: 8/27/2025
DUE DATE: 9/6/2025
BILLED THROUGH: 7/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: July 2025

For Professional Civil Engineering Services Rendered Through July 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	100.00	0.00	2,000.00	1,000.00	1,000.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	91.15	1,150.00	11,850.00	10,850.00	1,000.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	100.00	0.00	2,000.00	0.00	2,000.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	89.21	3,306.25	27,326.24	27,326.24	0.00
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	79.24	75,756.25	289,076.24	285,076.24	4,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	100.00	0.00	20,000.00	18,467.70	1,532.30
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294658

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	22.35	6,600.00	1,900.00	1,900.00	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	96.16	3,262.45	81,737.55	79,736.95	2,000.60
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	80.00	999.90	4,000.10	3,000.20	999.90
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	100.00	0.00	12,000.00	11,800.00	200.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	28.17	10,775.00	4,225.00	3,625.00	600.00
	193,500.00	64.01	69,637.35	123,862.65	118,529.85	5,332.80

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $9,332.80

Utilities: Civil Engineering $ 2,577.60

Road and Drainage: Civil Engineering $ 6,755.20

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294835

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294835
INVOICE DATE: 9/30/2025
DUE DATE: 10/10/2025
BILLED THROUGH: 8/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: August 2025

For Professional Civil Engineering Services Rendered Through August 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	100.00	0.00	13,000.00	11,850.00	1,150.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	94.16	1,788.12	28,844.37	28,844.37	0.00
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	79.97	73,088.12	291,744.37	290,594.37	1,150.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	100.00	0.00	20,000.00	20,000.00	0.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	3.33	46,400.40	1,599.60	0.00	1,599.60

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294835

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	81.17	1,600.60	6,899.40	1,900.00	4,999.40
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	97.58	2,061.25	82,938.75	81,737.55	1,201.20
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	90.00	500.10	4,499.90	4,000.10	499.80
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	94.84	774.30	14,225.70	4,225.00	10,000.70
	193,500.00	73.47	51,336.65	142,163.35	123,862.65	18,300.70

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $19,450.70

Utilities: Civil Engineering $ 6,100.23

Road and Drainage: Civil Engineering $ 13,350.47

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5295030

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5295030
INVOICE DATE: 10/29/2025
DUE DATE: 11/8/2025
BILLED THROUGH: 9/30/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: September 2025

For Professional Civil Engineering Services Rendered Through September 30, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	100.00	0.00	13,000.00	13,000.00	0.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	99.12	270.00	30,362.49	28,844.37	1,518.12
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	80.38	71,570.00	293,262.49	291,744.37	1,518.12

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	100.00	0.00	20,000.00	20,000.00	0.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	3.33	46,400.40	1,599.60	1,599.60	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL. 34741
407-847-9433

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	81.17	1,600.60	6,899.40	6,899.40	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	97.58	2,061.25	82,938.75	82,938.75	0.00
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	90.00	500.10	4,499.90	4,499.90	0.00
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	94.84	774.30	14,225.70	14,225.70	0.00
	193,500.00	73.47	51,336.65	142,163.35	142,163.35	0.00

	Total Billed To Date	Amount Previously Billed	Amount This Billing
TIME & MATERIALS			
REIMBURSABLES	7,907.67	7,765.00	142.67
	7,907.67	7,765.00	142.67

REIMBURSABLE DETAIL	Amount
Permits/Applications Fee Advances	142.67

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $1,660.79

Utilities: Permit Fees $ 47.56

Road and Drainage: Civil Engineering $ 1,518.12
Reimbursables (Permit Fees) $ 95.11

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294663
INVOICE DATE: 8/27/2025
DUE DATE: 9/6/2025
BILLED THROUGH: 7/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: July 2025

For Professional Civil Engineering Services Rendered Through July 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	91.15	1,150.00	11,850.00	11,850.00	0.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	94.16	1,788.12	28,844.37	27,326.24	1,518.13
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	79.65	74,238.12	290,594.37	289,076.24	1,518.13

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	100.00	0.00	20,000.00	20,000.00	0.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294663

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	22.35	6,600.00	1,900.00	1,900.00	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	96.16	3,262.45	81,737.55	81,737.55	0.00
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	80.00	999.90	4,000.10	4,000.10	0.00
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	28.17	10,775.00	4,225.00	4,225.00	0.00
	193,500.00	64.01	69,637.35	123,862.65	123,862.65	0.00

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $1,518.13

Road and Drainage: Civil Engineering $ 1,518.13

INVOICE

J&L Triple B Ranch, LLLP
1181 SE Turkey Hammock Rd
Arcadia, FL 34266

ranch@shibumicapitalpartners.com
+1 (770) 851-8430

Bella Terra Community Development District:Kissimmee Park Road Widening

Bill to
Bella Terra Community Development District
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

Bella Tara CDD
10-18-2025 Approved
Due from KPR Utilties

Invoice details
Invoice no.: 100311
Terms: Net 30
Invoice date: 10/15/2025
Due date: 11/14/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Tortoise > 130mm - Smoak Flats**	Tortoise GTT-25-01267	2	$5,000.00	$10,000.00

Total **$10,000.00**

Note to customer
Project - Kissimmee Park Road Widening

Attachment A

Delivery Date 10/13/2025

Donor Site Kissimmee Park Road Widening

Donor Company Whaley Farms, LLC

Permit Number GTT-25-01267

Recipient Site Smoak Flats

Project Supervisor Chris Stiegler

Capture Date	GT ID Number	Sex (M / F / J)	Carapace Length (mm)	Capture Method	Marking Method	Previously Marked? (Yes Only)	Comments
	40	F	290		Notch		4258g
	41	F	270				3352g

Capture Agent (print) _____

Capture Agent Signature / Date

Release Agent (print) Josh Gamblin

10/13/2025

Release Agent Signature / Date

Number of tortoises to be released

Drill marks match ID number on Data Sheet (Yes / No) yes

From: noreply@link2gov.com
To: Ernesto Mitsumasu
Subject: Successful Payment Confirmation - Florida Fish and Wildlife Conservation Commission
Date: Monday, September 15, 2025 4:01:39 PM

EXTERNAL SENDER

This e-mail will serve as confirmation that your payment was received.

The transaction information is listed below:

Permittee:	Whaley Farms, LLC
Permit Name:	Gopher Tortoise 10 or Fewer Burrows
Invoice Number:	25204198
Transaction Date:	09/15/2025 04:01 PM
Payment Type:	EP
Receipt Number:	3906120665
Date and Time:	09/15/2025 04:01 PM
Payment Amount:	$273.00
Convenience Fee:	$2.00
Total Amount Paid:	$275.00

PLEASE KEEP THIS FOR YOUR RECORDS.

From: FWCPermits@MYFWC.com
To: Ernesto Mitsumasu; christopher.stiegler@gmail.com; Craig Perry
Subject: Your payment has been received
Date: Monday, September 15, 2025 4:01:44 PM

EXTERNAL SENDER

Thank you for your payment of $275.00. This charge includes required mitigation contribution to obtain a gopher tortoise permit and any applicable convenience fees charged by the credit card company. The charge will appear on your statement as the Wildlife Foundation of Florida.

If you have any questions regarding your payment, please contact the Gopher Tortoise Program
Tallahassee Office
(850) 921-1031
GTPermits@myfwc.com

In the event you need to contact FWC regarding this transaction, please reference the following information.

Application Number: 128287
Your Transaction ID: 3906120665
Invoice Number: 25204198

Thank you for being a part of the Florida Fish and Wildlife Conservation Commission community.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Receipt No. 163048

RECEIPT

Jose Milan
Centerline Capital Advisors
15481 SW 12th Street Unit 309
Sunrise, FL 33326

Project Name	Application
Kissimmee Park Road Widening	241113-47564

Revenue Account No.	Application Type	Fee
462500	ERP Individual New	$7500.00

Date	Payer	Transaction Type	Payment Method	Ref.	Amount
1/7/2025	Jose Milan	Payment-Accept	EFT	9999	$5500.00
7/7/2025	Jose Milan	Payment-Accept	EFT	9999	$2000.00
				Balance Due	$0.00

Processed By:Gordana Iricanin
Date: July 7, 2025

BALANCE RECEIPT

July 10, 2025

Bella Tara Community Development District
Craig Perry
1500 Cordova Road, Suite 203
Fort Lauderdale, FL 33316

Lake X Mitigation Bank
Kissimmee Park Road Widening
SFWMD Permit No. 241113-47564

Product	Quantity	Unit Price
Lake X Mitigation Bank		
Freshwater State Forested (UMAM)	0.17	$150,000.00
Freshwater State Herbaceous (UMAM)	0.25	$200,000.00
	Order Amount	$75,500.00
	Deposit Amount (10%) – Paid (By Wire Transfer)	$7,550.00
	Balance Amount - Paid (By Wire Transfer)	$67,950.00

Credits have been paid for in full. Once the SFWMD permit is issued, LXMB will process the credit transfer request.

Please call Alex Preisser at 407.481.0677 with any questions.

cc: **Chris Stiegler, WRA**

Non Committed

Package Details

Package Name	NOC - Bella T
Package Status	Received
County	Osceola County, FL
Remote ID	SF_440320
Submitter	PV Construction
Average Turnaround Time	5 minutes - 4 days
Created By	Joey Milan
Last Modified By	Joey Milan

Documents

Actions...

	Name	Pages	Estimated Fees	Status	Actions
☐	NOC - Bella Tara KPR Widening_rev NOTICE OF COMMENCEMENT	11	$95.00	Received	
Total		**11**	**$95.00**		

Estimated Fees

Fee Description	Amount	Payment Account
Recording Fees	$95.00	City National Bank (4025) (ACH **********4025)
Taxes	$0.00	City National Bank (4025) (ACH **********4025)
Submission Fees	$4.25	City National Bank (4025) (ACH **********4025)
Total	**$99.25**	

Entity: Whaley Farms, LLC
Job: 50-9040
Cost Code: 9-03-0035
Approval: Joey Milan
Date: 10-01-2025

Recording Fees for
Bella Tara Notice of Commencement
ACH Payment

SMITHCURRIE OLES

www.smithcurrie.com

2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
Telephone: (404) 521-3800
Federal Tax I.D. No: 58-0954951

Whaley Farms, LLC
Legal Fees KPR
50-9910
4-04-0025
8-08-2025
Approved

Centerline Capital Advisors LLC
,

July 31, 2025
Client: CEN363
Matter: 0013
Invoice #: 413817
Resp. Atty: CMH
Page: 1

RE: Kissimmee Park Road Utilities - JR Davis Construction Compan

For Professional Services Rendered Through July 31, 2025

Total Services	$585.00
INVOICE AMOUNT DUE	**$585.00**
TOTAL BALANCE DUE	$585.00

Road and Drainage: $585.00

Remittance Advice

Payment is due and payable upon receipt. Any disbursements not included on the current invoice will be on the next invoice.

Check Payable To:
Smith Currie Oles LLP
Attn.: Accounts Receivable
2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
If paying by check, please return this remittance page with your payment.

eCheck/ACH & Credit/Debit Card
Payments can be made by eCheck/ACH, American Express, Discover, MasterCard & VISA. To make a secure payment online, please click here

Note: Payments made by credit card will incur a 3% surcharge. Payments made by debit card or eCheck/ACH will not incur a surcharge.

SMITHCURRIE OLES
www.smithcurrie.com

2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
Telephone: (404) 521-3800
Federal Tax I.D. No: 58-0954951

Centerline Capital Advisors LLC
,

July 31, 2025
Client: CEN363
Matter: 0013
Invoice #: 413817
Resp. Atty: CMH
Page: 1

RE: Kissimmee Park Road Utilities - JR Davis Construction Compan

For Professional Services Rendered Through July 31, 2025

SERVICES

Date	Tkpr.	Description of Services	Hours	Amount
07/30/2025	EP	Correspondence with Craig regarding Land Development Agreement.	0.20	$117.00
07/31/2025	EP	Prepare for and conduct call with Craig and Bonnie.	0.80	$468.00
		Total Professional Services	1.00	$585.00

TIMEKEEPER RECAP

Timekeeper		Hours Worked	Hours Billed	Rate	Amount
EP	Eugene Polyak	1.00	1.00	$585.00	$585.00

Total Services	$585.00
INVOICE AMOUNT DUE	**$585.00**
Total Balance Due	$585.00

SMITHCURRIE OLES

www.smithcurrie.com

Non Committed

2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
Telephone: (404) 521-3800
Federal Tax I.D. No: 58-0954951

Centerline Capital Advisors LLC
,

August 31, 2025
Client: CEN363
Matter: 0013
Invoice #: 414878
Resp. Atty: CMH
Page: 1

RE: Kissimmee Park Road Utilities - JR Davis Construction Compan

For Professional Services Rendered Through August 31, 2025

Total Services	$8,307.00
INVOICE AMOUNT DUE	**$8,307.00**
TOTAL BALANCE DUE	$8,307.00

Road and Drainage: $ 8,307.00

Remittance Advice

Payment is due and payable upon receipt. Any disbursements not included on the current invoice will be on the next invoice.

Check Payable To:
Smith Currie Oles LLP
Attn.: Accounts Receivable
2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
If paying by check, please return this remittance page with your payment.

eCheck/ACH & Credit/Debit Card
Payments can be made by eCheck/ACH, American Express, Discover, MasterCard & VISA. To make a secure payment online, please click here

Note: Payments made by credit card will incur a 3% surcharge. Payments made by debit card or eCheck/ACH will not incur a surcharge.

SMITHCURRIE OLES
www.smithcurrie.com

2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
Telephone: (404) 521-3800
Federal Tax I.D. No: 58-0954951

Centerline Capital Advisors LLC
,

August 31, 2025
Client: CEN363
Matter: 0013
Invoice #: 414878
Resp. Atty: CMH
Page: 1

RE: Kissimmee Park Road Utilities - JR Davis Construction Compan

For Professional Services Rendered Through August 31, 2025

SERVICES

Date	Tkpr.	Description of Services	Hours	Amount
08/08/2025	EP	Analyze contracts provided by Craig in connection with Kissimmee Park Road Widening project (2.9); begin drafting A101 (1.7); review correspondence from Craig (.1); call and correspondence with Bonnie (.1).	4.80	$2,808.00
08/10/2025	EP	Continue drafting A101 and A201 for Kissimmee Park Road Widening project.	3.70	$2,164.50
08/11/2025	EP	Revise and edit A101 and A201 for Kissimmee Park Road Widening project (3.2); correspondence with Craig and Bonnie (.2).	3.40	$1,989.00
08/12/2025	EP	Prepare for and conduct call with Bonnie (.7); correspondence with Bonnie (.2).	0.90	$526.50
08/13/2025	EP	Call and correspondence with Bonnie regarding contract (.3); revise and edit contract and send to Bonnie (.4).	0.70	$409.50
08/15/2025	EP	Calls and correspondence with Bonnie regarding contract (.3); analysis in connection with contract (.4).	0.70	$409.50
		Total Professional Services	14.20	$8,307.00

TIMEKEEPER RECAP

Timekeeper		Hours Worked	Hours Billed	Rate	Amount
EP	Eugene Polyak	14.20	14.20	$585.00	$8,307.00

Total Services	$8,307.00
INVOICE AMOUNT DUE	**$8,307.00**
Total Balance Due	$8,307.00

12363 Hampton Park Blvd.
Tampa, Florida 33624

Invoice

DATE	INVOICE #
7/9/2024	24-2514.1

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
4/4/2024	Env. Manager	WRA project meeting to discuss the status of the project (including SFWMD and 404 permitting).	1	200.00	200.00
4/18/2024	Env. Manager	Project meeting to discuss the status of the SFWMD permitting and roadway permitting.	1	200.00	200.00
4/25/2024	Staff Enviro...	(480) Meetings Join and listen in on 404 JD meeting	0.75	125.00	93.75
4/25/2024	Sr. Env. Sci...	404 permitting meeting	0.75	150.00	112.50
4/25/2024	Sr. Env. Sci...	404 permitting meeting	0.75	150.00	112.50
4/29/2024	Sr. Env. Sci...	Weekly update meeting	0.5	150.00	75.00

Total $793.75

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$30,000.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 24-2514.1 7/9/2024	Inv. # 24-2514.2	Inv. # 24-2514.3	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	3%	$29,206.25	$793.75			$793.75
TOTAL T&M FEES	**$30,000.00**	**3%**	**$29,206.25**	**$793.75**	**$0.00**	**$0.00**	**$793.75**
Additional Services - T&M (if needed)							$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C							$0.00
GRAND TOTAL			**$29,206.25**	**$793.75**	**$0.00**	**$0.00**	**$793.75**

Shaded Columns = Paid Invoices

12363 Hampton Park Blvd.
Tampa, Florida 33624

Invoice

DATE	INVOICE #
9/13/2024	24-2514.2

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		11,250.00	11,250.00

Total $11,250.00

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 24-2514.1 7/9/2024	Inv. # 24-2514.2 9/13/2024	Inv. # 24-2514.3	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	40%	$17,956.25	$793.75	$11,250.00		$12,043.75
TOTAL T&M FEES	**$30,000.00**	**40%**	**$17,956.25**	**$793.75**	**$11,250.00**	**$0.00**	**$12,043.75**
CO #1 - 50-9910 Kissimmee Park Road							$0.00
TASK A. SFWMD ERP Permitting	$30,000.00	0%	$30,000.00				$0.00
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00				$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00				$0.00
CO #1 GRAND TOTAL	**$36,500.00**	**0%**	**$36,500.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Additional Services - T&M (if needed)							$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C							$0.00
GRAND TOTAL	**$66,500.00**		**$54,456.25**	**$793.75**	**$11,250.00**	**$0.00**	**$12,043.75**

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12363 Hampton Park Blvd.
Tampa, Florida 33624

Invoice

DATE	INVOICE #
1/22/2025	25-2514.1

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		2,781.25	2,781.25

Total	$2,781.25

Phone #
813-265-3130

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
3/5/2025	25-2514.2

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
		CO #1 - 50-9910 Kissimmee Park Road			
		TASK A. SFWMD ERP Permitting			
11/15/2024	Sr. Env. Scientist	Research on what needs to be done for the ACOE modification and coordination with the team	0.5	150.00	75.00
11/26/2024	GIS Analyst	CAD Maps analysis	1	125.00	125.00
12/2/2024	GIS Analyst	KPR ACOE Mapping	1	125.00	125.00
12/4/2024	Sr. Env. Scientist	Coordination with FWC to get them to sign off on the ERP application	2	150.00	300.00
12/4/2024	GIS Analyst	Soil Table / Contours	1.25	125.00	156.25
12/10/2024	GIS Analyst	Edgewater Maps	1	125.00	125.00
12/11/2024	Sr. Env. Scientist	Informal RAI response sent to the ACOE	1	150.00	150.00
12/11/2024	GIS Analyst	KPR Map Update	0.75	125.00	93.75
12/12/2024	Admin Assistant	Format nine-page Kissimmee Park Road Widening/SFWMD RAI response letter and save in the appropriate file on the server.	1	80.00	80.00
				Total	

Phone #
813-265-3130

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
3/5/2025	25-2514.2

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
12/16/2024	Env. Scientist	Answering the environmental considerations on the SFWMD RAI response. Also worked on the hydrograph memo which is a part of the RAI response	5.5	100.00	550.00
12/17/2024	Sr. Env. Scientist	SFWMD RAI response	1	150.00	150.00
12/17/2024	Env. Scientist	E-mailing hanson,walter and associates, and making markups to correct the mislabeled acreages for the osw/wetlands on site. Also responding to comments on the RAI.	4.5	100.00	450.00
12/18/2024	Sr. Env. Scientist	Coordination and meetings with Richard to figure out the placement of the new ponds and to see if there are additional impacts	1	150.00	150.00
12/18/2024	GIS Analyst	CAD File evaluation	1	125.00	125.00
12/19/2024	Env. Scientist	Working on responding to the wildllife comments from sfwmd on the RAI	2.5	100.00	250.00
12/23/2024	Env. Scientist	SFWMD RAI response. Responding to bald eagle questions	1	100.00	100.00
1/7/2025	Env. Scientist	Reviewing the maps Richard made for the RAI response and also looking at the soil units on the map where the proposed stormwater ponds are to be made	0.25	100.00	25.00
1/7/2025	GIS Analyst	Maps for RAI Response	5.25	125.00	656.25

Total

Phone #
813-265-3130

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
3/5/2025	25-2514.2

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
1/8/2025	Sr. Env. Scientist	RAI Response and request for information from HW	1	150.00	150.00
1/13/2025	Sr. Env. Scientist	SWFWMD RAI response	2	150.00	300.00
1/13/2025	GIS Analyst	Wetland Map with CAD Ponds	1	125.00	125.00
1/14/2025	Sr. Env. Scientist	SFWMD site visit	7.5	150.00	1,125.00
1/14/2025	Env. Scientist	sfwmd site visit to review umams and impacts from the proposed KPR ponds and road expansion impacts	7	100.00	700.00
1/23/2025	Sr. Env. Scientist	Review of SFWMD comments and coordination with Joey and Richard to get these addressed.	1	150.00	150.00
1/23/2025	Env. Scientist	Updating the section c and umam forms for the proposed impact to osw-36 that is to require mitigation. Also looked into the bonetted bat protocol as we may require a survey out there depending on what sfwmd says.	2	100.00	200.00
	Reimb Group				
1/14/2025	Mileage	SWFWMD Site Visit	102	0.67	68.34
	Copying Expense	Photocopies/Black & White	11	0.25	2.75
	Color Copies	Photocopies/Color	32	0.50	16.00
		Total Reimbursable Expenses			87.09

Total $6,523.34

Phone #
813-265-3130

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
6/3/2025	25-2514.3

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
2/21/2025	GIS Analyst	KPR OSW 36 Mititgation Area.	0.5	125.00	62.50
2/24/2025	Env. Scientist	Completing the UMAM forms for OSW-36 for SWFWMD and making the photolog to accompany the forms.	1	100.00	100.00
3/18/2025	Sr. Env. Scientist	SWFWMD RAI response.	1	150.00	150.00
3/27/2025	Sr. Env. Scientist	RAI response and coordination with the engineers.	2	150.00	300.00
3/28/2025	Sr. Env. Scientist	Addressed RAI comments.	3	150.00	450.00
	Reimb Group				
	Copying Expense	Photocopies/Black & White	5	0.25	1.25
	Color Copies	Photocopies/Color	3	0.50	1.50
		Total Reimbursable Expenses			2.75

Total $1,065.25

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 24-2514.1 7/9/2024	Inv. # 24-2514.2 9/13/2024	Inv. # 25-2514.1 1/22/2025	Inv. # 25-2514.2 03/05/2025	Inv. # 25-2514.3 06/03/2025	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25	$793.75	$11,250.00	$375.00			$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$793.75**	**$11,250.00**	**$375.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	33%	$20,095.00			$2,406.25	$6,436.25	$1,062.50	$9,905.00
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00						$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00						$0.00
CO #1 TOTAL	**$36,500.00**	**27%**	**$26,595.00**	**$0.00**	**$0.00**	**$2,406.25**	**$6,436.25**	**$1,062.50**	**$9,905.00**
T&M & CO #1 TOTAL	**$66,500.00**	**34%**	**$44,176.25**	**$793.75**	**$11,250.00**	**$2,781.25**	**$6,436.25**	**$1,062.50**	**$22,323.75**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C							$87.09	$2.75	$89.84
GRAND TOTAL	**$66,500.00**		**$44,176.25**	**$793.75**	**$11,250.00**	**$2,781.25**	**$6,523.34**	**$1,065.25**	**$22,413.59**

Shaded Columns = Paid Invoices

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
6/10/2025	25-2514.4

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		2,956.25	2,956.25
	Reimb Group				
	Copying Expense	Photocopies/Black & White	5	0.25	1.25
	Color Copies	Photocopies/Color	4	0.50	2.00
		Total Reimbursable Expenses			3.25
				Total	$2,959.50

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 24-2514.2 9/13/2024	Inv. # 25-2514.1 1/22/2025	Inv. # 25-2514.2 03/05/2025	Inv. # 25-2514.3 06/03/2025	Inv. # 25-2514.4 06/10/2025	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25	$11,250.00	$375.00				$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$11,250.00**	**$375.00**	**$0.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	43%	$17,138.75		$2,406.25	$6,436.25	$1,062.50	$2,956.25	$12,861.25
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00						$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00						$0.00
CO #1 TOTAL	**$36,500.00**	**35%**	**$23,638.75**	**$0.00**	**$2,406.25**	**$6,436.25**	**$1,062.50**	**$2,956.25**	**$12,861.25**
T&M & CO #1 TOTAL	**$66,500.00**	**38%**	**$41,220.00**	**$11,250.00**	**$2,781.25**	**$6,436.25**	**$1,062.50**	**$2,956.25**	**$25,280.00**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C						$87.09	$2.75	$3.25	$93.09
GRAND TOTAL	**$66,500.00**		**$41,220.00**	**$11,250.00**	**$2,781.25**	**$6,523.34**	**$1,065.25**	**$2,959.50**	**$25,373.09**

Shaded Columns = Paid Invoices

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
7/25/2025	25-2514.5

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		1,410.00	1,410.00
			Total		$1,410.00

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 25-2514.3 06/03/2025	Inv. # 25-2514.4 06/10/2025	Inv. # 25-2514.5 07/25/2025	Inv. # 25-2514.6	Inv. # 25-2514.7	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25						$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	48%	$15,728.75	$1,062.50	$2,956.25	$1,410.00			$14,271.25
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00						$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00						$0.00
CO #1 TOTAL	**$36,500.00**	**39%**	**$22,228.75**	**$1,062.50**	**$2,956.25**	**$1,410.00**	**$0.00**	**$0.00**	**$14,271.25**
T&M & CO #1 TOTAL	**$66,500.00**	**40%**	**$39,810.00**	**$1,062.50**	**$2,956.25**	**$1,410.00**	**$0.00**	**$0.00**	**$26,690.00**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C				$2.75	$3.25				$93.09
GRAND TOTAL	**$66,500.00**		**$39,810.00**	**$1,065.25**	**$2,959.50**	**$1,410.00**	**$0.00**	**$0.00**	**$26,783.09**

Shaded Columns = Paid Invoices

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
8/22/2025	25-2514.6

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		12,518.75	12,518.75
			Total		$12,518.75

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 25-2514.3 06/03/2025	Inv. # 25-2514.4 06/10/2025	Inv. # 25-2514.5 07/25/2025	Inv. # 25-2514.6 08/22/2025	Inv. # 25-2514.7	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25						$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	89%	$3,210.00	$1,062.50	$2,956.25	$1,410.00	$12,518.75		$26,790.00
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00						$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00						$0.00
CO #1 TOTAL	**$36,500.00**	**73%**	**$9,710.00**	**$1,062.50**	**$2,956.25**	**$1,410.00**	**$12,518.75**	**$0.00**	**$26,790.00**
T&M & CO #1 TOTAL	**$66,500.00**	**59%**	**$27,291.25**	**$1,062.50**	**$2,956.25**	**$1,410.00**	**$12,518.75**	**$0.00**	**$39,208.75**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C				$2.75	$3.25				$93.09
GRAND TOTAL	**$66,500.00**		**$27,291.25**	**$1,065.25**	**$2,959.50**	**$1,410.00**	**$12,518.75**	**$0.00**	**$39,301.84**

Shaded Columns = Paid Invoices

Water Resource Associates LLC
12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
10/15/2025	25-2514.7

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		6,500.00	6,500.00
	Reimb Group				
9/5/2025	Co. Truck - Milea...	LSS	204	0.70	142.80
		Total Reimbursable Expenses			142.80
				Total	$6,642.80

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 25-2514.6 08/22/2025	Inv. # 25-2514.7 10/14/2025	Inv. # 25-2514.8	Inv. # 25-2514.9	Inv. # 25-2514.10	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25						$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	89%	$3,210.00	$12,518.75					$26,790.00
TASK B. 100% Gopher Tortoise Survey	$3,500.00	100%	$0.00		$3,500.00				$3,500.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	100%	$0.00		$3,000.00				$3,000.00
CO #1 TOTAL	**$36,500.00**	**91%**	**$3,210.00**	**$12,518.75**	**$6,500.00**	**$0.00**	**$0.00**	**$0.00**	**$33,290.00**
T&M & CO #1 TOTAL	**$66,500.00**	**69%**	**$20,791.25**	**$12,518.75**	**$6,500.00**	**$0.00**	**$0.00**	**$0.00**	**$45,708.75**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C					$142.80				$235.89
GRAND TOTAL	**$66,500.00**		**$20,791.25**	**$12,518.75**	**$6,642.80**	**$0.00**	**$0.00**	**$0.00**	**$45,944.64**

Shaded Columns = Paid Invoices

GRAYROBINSON

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

April 11, 2024
FILE # 29466 - 1

Invoice # 11210190
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 6,710.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 6,710.00**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

03/05/24	TRS	EXCHANGING EMAIL CORRESPONDENCE WITH KEVIN WALSH REGARDING TWA LANDSWAP TIMING CONCERN AND SCHOOL AGREEMENT FOLLOW UP.	0.60
03/07/24	TRS	CONFERENCES REGARDING NEXT STEPS WITH OSCEOLA SCHOOL DISTRICT; WORKING ON LAND SWAP ARGUMENTS AND REVISIONS TO OSCEOLA COUNTY WITH RESPECT TO SAME.	1.10
03/08/24	TRS	TELEPHONE CONFERENCES WITH OSCEOLA SCHOOL DISTRICT AND KEVIN WALSH REGARDING VARIOUS ISSUES WITH SCHOOL AGREEMENT FOLLOWING DISTRICT'S DECISION NOT TO PURCHASE SITE.	0.70
03/08/24	TRS	PREPARING REVISIONS TO LAND SWAP RESPONSE AND ARGUMENTS BASED UPON PRIOR AGREEMENTS; EMAIL CORRESPONDENCE WITH CRAIG PERRY AND KEVIN WALSH REGARDING SAME.	0.80
03/11/24	TRS	EMAIL CORRESPONDENCE REGARDING VARIOUS PROJECT MATTERS.	0.40
03/12/24	TRS	TELEPHONE CONFERENCE WITH CRAIG PERRY AND KEVIN WALSH REGARDING LAND SWAP AND TRANSPORTATION AGREEMENTS.	0.40
03/13/24	TRS	FINALIZING DETAILED EMAIL CORRESPONDENCE TO OSCEOLA COUNTY REGARDING LAND SWAP.	0.70
03/14/24	TRS	CONFERRING WITH KEVIN WALSH; REVIEWING PRIOR DRAFTS OF TRANSPORTATION TERM SHEET.	0.70
03/21/24	TRS	CONFERRING WITH KEVIN WALSH REGARDING PROJECT MATTERS.	0.30
03/21/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM KEVIN WALSH WITH REFERENCES FROM METRO TO HOUSE BILL 479; BEGIN REVIEW AND ANALYSIS OF SAME.	0.30
03/25/24	TRS	TELEPHONE CONFERENCE WITH KEVIN WALSH; REVIEWING PENDING CHANGES TO STATE LEGISLATION ON IMPACT FEES AND MOBILITY FEES; OBTAINING AND REVIEWING MARCH 28TH ST. CLOUD CITY COUNCIL AGENDA AND STAFF REPORT PACKAGE; EMAIL CORRESPONDENCE TO PROJECT TEAM REGARDING SAME.	0.80
03/26/24	TRS	CONFERRING WITH CRAIG PERRY AND KEVIN WALSH REGARDING RECENT STATE LEGISLATION REGARDING IMPACT FEES AND MOBILITY FEES; REVIEWING LEGISLATIVE HISTORY REGARDING SAME; EMAIL CORRESPONDENCE REGARDING SAME AND STRATEGY FOR MEETING WITH	0.80

		OSCEOLA COUNTY AND ADJACENT OWNER.	
03/28/24	TRS	PREPARING FOR AND ATTENDING ST. CLOUD CITY COUNCIL HEARING APPROVING ADOPTION OF LAND USE AND ZONING CHANGES; MEETING WITH KEVIN WALSH REGARDING TRANSPORTATION AGREEMENTS AND RELATED MATTERS.	3.20
03/28/24	TRS	REVIEWING EMAIL CORRESPONDENCE AND RELATED DOCUMENTATION FROM MEETING WITH SENIOR OSCEOLA COUNTY STAFF.	0.80
03/29/24	TRS	TELEPHONE CONFERENCE WITH KEVIN WALSH REGARDING VARIOUS PROJECT MATTERS; REVIEWING WATERLINE AGREEMENT AND RELATED DOCUMENTATION.	0.60

Current Fees: $ 6,710.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	12.20	$ 6,710.00
	12.20	$ 6,710.00

Utilities: $ 330.00

Road and Drainage $ 330.00

GRAYROBINSON

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

May 17, 2024
FILE # 29466 - 1

Invoice # 11218138
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 11,660.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 11,660.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

04/02/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM OSCEOLA COUNTY REGARDING LAND SWAP; REVIEWING PRIOR DOCUMENTS RELATED TO SAME.	0.80
04/03/24	TRS	PREPARING REVISIONS TO TRI-PARTY AGREEMENT; PREPARING FOR AND ATTENDING MEETING WITH PROJECT TEAM TO DISCUSS SAME AND OTHER PROJECT RELATED MATTERS.	2.20
04/05/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT; TELEPHONE CONFERENCE WITH KEVIN WALSH REGARDING SAME.	0.80
04/05/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY ON WHETHER TO INCLUDE PERFORMANCE BOND; REVIEW AND ANALYSIS OF SAME IN CONTEXT OF AGREEMENT.	0.40
04/09/24	TRS	CONFERRING WITH KEVIN WALSH REGARDING VARIOUS PROJECT MATTERS.	0.30
04/09/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT; EMAIL CORRESPONDENCE TO SCHOOL DISTRICT COUNSEL.	0.60
04/10/24	TRS	WORKING ON VARIOUS REVISIONS TO EXHIBITS TO TRI-PARTY AGREEMENT.	0.80
04/11/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT.	0.80
04/11/24	TRS	OBTAINING AND REVIEWING MINUTES OF SCHOOL BOARD MEETING; CONFERRING WITH OFFICE OF SCHOOL DISTRICT'S GENERAL COUNSEL.	0.60
04/12/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT.	1.30
04/15/24	TRS	FURTHER REVIEW AND ANALYSIS OF WATERLIN AGREEMENT; WORKING ON REVISIONS TO TRI-PARTY AGREEMENT.	2.50
04/15/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY WITH PERFORMANCE BOND AND RELATED EXHIBIT INFORMATION.	0.80
04/16/24	TRS	FINALIZING REVISIONS TO TRI-PARTY AGREEMENT AND EMAIL CORRESPONDENCE TRANSMITTING SAME TO PROJECT TEAM.	1.80
04/17/24	TRS	EXCHANGING EMAIL CORRESPONDENCE REGARDING PROJECT MATTERS.	0.20
04/19/24	TRS	REVIEWING TRI-PARTY AGREEMENT IN PREPARATION FOR CONFERENCE CALL WITH PROJECT TEAM; CONFERENCE CALL WITH PROJECT TEAM REGARDING SAME AND OTHER	1.10

		PROJECT RELATED MATTERS.	
04/19/24	TRS	REVIEWING SCHOOL STAFF REPORTS AND SCHOOL AGREEMENT WITH AMENDMENTS IN PREPARATION FOR DRAFTING CANCELLATION LETTER.	0.80
04/19/24	TRS	REVIEWING FEBRUARY 27TH SCHOOL DISTRICT BOARD MEETING MINUTES AND EMAIL CORRESPONDENCE TO PROJECT TEAM REGARDING SAME.	0.20
04/21/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY REGARDING SCHOOL SITE ISSUES; WORKING ON DRAFT LETTER TO SCHOOL DISTRICT.	0.90
04/22/24	TRS	REVIEWING SCHOOL BOARD ISSUES; TELEPHONE CONFERENCE WITH OFFICE OF GENERAL COUNSEL.	0.70
04/24/24	TRS	CONFERRING WITH KEVIN WALSH REGARDING QUESTIONS ON LEGAL DESCRIPTION PENDING COUNTY LAND SWAP FOR VARIOUS AGREEMENTS; REVIEWING SKETCHES OF DESCRIPTION IN CONNECTION WITH SAME.	0.60
04/25/24	TRS	REVIEWING PRIVATE PARTY DEVELOPMENT AGREEMENT TEMPLATES IN CONNECTION WITH METRO/WATERLIN; REVIEWING TRI-PARTY AGREEMENT IN CONNECTION WITH SAME; TELEPHONE CONFERENCE WITH OFFICE OF SCHOOL DISTRICT GENERAL COUNSEL; CONFERRING WITH KEVIN WALSH REGARDING PROJECT MATTERS.	1.50
04/30/24	TRS	REVIEWING PRIVATE PARTY DEVELOPMENT AGREEMENT ISSUES AND SAMPLE DOCUMENTS; REVIEWING MOST RECENT DRAFT OF WATERLIN AND TRI-PARTY AGREEMENTS IN CONNECTION WITH SAME.	1.50

Current Fees: $ 11,660.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	21.20	$ 11,660.00
	21.20	$ 11,660.00

Road and Drainage : $ 8,415.00

GRAYROBINSON

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

June 10, 2024
FILE # 29466 - 1

Invoice # 11221591
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 15,565.00
CURRENT DISBURSEMENTS:	$ 62.72
CURRENT BALANCE DUE:	**$ 15,627.72**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

05/02/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM KEVIN WALSH WITH DRAFT TOHO AGREEMENT; EMAIL CORRESPONDENCE REGARDING SCHOOL TERMINATION LETTER; REVIEWING UNDERLYING AGREEMENTS AND STAFF REPORTS IN CONNECTION WITH SAME.	1.10
05/03/24	TRS	ATTENDING PROJECT TEAM STATUS CALL; FINALIZING DRAFTING OF SCHOOL TERMINATION LETTER; REVIEWING ORIGINAL PURCHASE AGREEMENT, AMENDMENTS TO SAME, MINUTES OF SCHOOL BOARD MEETINGS AND RELATED STAFF REPORTS IN CONNECTION WITH SAME; EMAIL CORRESPONDENCE REGARDING SAME.	1.80
05/04/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY.	0.10
05/06/24	TRS	FINALIZING CORRESPONDENCE TO SCHOOL BOARD AND OTHERS, VARIOUS EMAIL MESSAGES REGARDING PROJECT MATTERS.	0.80
05/06/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM KEVIN WALSH WITH FINAL WATERLINE AGREEMENT; REVIEWING SAME.	0.70
05/07/24	TRS	PREPARING FOR AND ATTENDING MEETING WITH CRAIG PERRY, DEAN PERRY AND KEVIN WALSH REGARDING VARIOUS PROJECT MATTERS, REVIEWING TRANSPORTATION AGREEMENT; REVIEWING WATERLINE AGREEMENT; REVIEWING UTILITY AGREEMENT IN CONNECTION WITH SAME.	2.80
05/08/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT; WORKING ON INITIAL DRAFTING OF METRO AGREEMENT.	1.60
05/10/24	TRS	MULTIPLE TELEPHONE CONFERENCES REGARDING SCHOOL SITE AND RELATED MATTERS.	0.80
05/13/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT; WORKING ON AGREEMENT WITH METRO.	1.80
05/14/24	TRS	WORKING ON TRI-PARTY AGREEMENT; WORKING ON METRO AGREEMENT; CONFERRING WITH CRAIG PERRY; EMAIL CORRESPONDENCE REGARDING PROJECT MATTERS.	1.70
05/15/24	TRS	CONFERRING WITH CDD COUNSEL; WORKING ON TRI-PARTY AGREEMENT.	0.80
05/15/24	TRS	EXCHANGING EMAIL CORRESPONDENCE REGARDING TOHO AGREEMENTS.	0.40
05/16/24	TRS	WORKING ON TRI-PARTY AGREEMENT.	1.70

05/16/24	TRS	EMAIL CORRESPONDENCE REGARDING INTERLOCAL CDD AGREEMENT AND RELATED MATTERS.	0.40
05/16/24	TRS	REVIEWING DRAFT FORCE MAIN AGREEMENT.	0.60
05/17/24	TRS	WORKING ON TRI-PARTY AGREEMENT.	1.50
05/18/24	TRS	REVIEWING UPDATED INTERLOCAL AGREEMENT AND EMAIL CORRESPONDENCE REGARDING SAME.	0.70
05/19/24	TRS	EMAIL CORRESPONDENCE REGARDING VARIOUS AGREEMENTS.	0.30
05/20/24	TRS	CONFERENCES REGARDING INTERLOCAL AGREEMENT AND TRI-PARTY AGREEMENT; EMAIL CORRESPONDENCE REGARDING PROJECT MATTERS.	0.70
05/22/24	TRS	REVIEWING DRAFT INTERLOCAL AGREEMENT; EMAIL CORRESPONDENCE REGARDING SAME.	0.60
05/23/24	TRS	WORKING ON TRI-PARTY AGREEMENT REVISIONS.	1.00
05/23/24	TRS	REVIEWING UPDATES TO INTERLOCAL AGREEMENT WITH CDDS.	0.80
05/24/24	TRS	ATTENDING TEAMS MEETING REGARDING CDD AND INTERLOCAL AGREEMENT FOR ROAD AND UTILITY IMPROVEMENTS; ADDITIONAL CONFERENCES REGARDING TRI-PARTY AGREEMENT; WORKING ON REVISIONS TO SAME.	2.60
05/24/24	TRS	CONFERENCES WITH SCHOOL BOARD GENERAL COUNSEL; CONFERRING WITH CRAIG PERRY AND KEVIN WALSH; EMAIL CORRESPONDENCE WITH SCHOOL COUNSEL REGARDING BASIC TERMS FOR FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT.	0.50
05/27/24	TRS	FINALIZING REVISIONS TO TRI-PARTY AGREEMENT; PREPARING EMAIL CORRESPONDENCE TO PROJECT TEAM REGARDING SAME.	1.80
05/29/24	TRS	REVIEWING COMMENTS TO DRAFT TRI-PARTY AGREEMENT FROM CRAIG PERRY AND BEGIN REVISING SAME.	0.70

Current Fees: $ 15,565.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	28.30	$ 15,565.00
	28.30	$ 15,565.00

Utilities: $ 1,540.00

Road and Drainage: $ 12,045.00

Disbursements:

05/06/24	Express Mail	$ 13.84
05/06/24	Express Mail	$ 13.84
05/06/24	Express Mail	$ 13.84
05/06/24	Express Mail	$ 13.84
05/06/24	Postage and Handling	$ 7.36
	Current Disbursements:	$ 62.72

GRAYROBINSON

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Post Office Box 3068
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Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

August 3, 2024
FILE # 29466 - 1

Invoice # 11233960
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 10,740.89
CURRENT FEES:	$ 3,491.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 3,491.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 14,231.89**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

07/03/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING UPDATED TRI-PARTY AGREEMENT; BRIEF REVIEW OF LINK WITH VARIOUS EXHIBITS.	0.40
07/09/24	TRS	TELEPHONE CONFERENCE WITH CRAIG PERRY AND KEVIN WALSH REGARDING DISPUTE WITH SCHOOL DISTRICT AND OTHER PROJECT RELATED MATTERS.	0.40
07/10/24	JB	CONFERRING WITH TITLE COMPANY RE: CONTRACT TERMINATION MATTERS AND INSURABILITY OF TRANSACTION.	0.50
07/11/24	JB	EXCHANGING EMAILS WITH TITLE UNDERWRITE REGARDING INSURABILITY OF TRANSACTION.	0.20
07/12/24	TRS	CONFERENCE CALL WITH CRAIG PERRY AND JERE EARLYWINE REGARDING CDD AGREEMENT.	0.50
07/12/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING DEVELOPER'S AGREEMENT APPLICATION SUBMITTAL.	0.20
07/13/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM OSCEOLA COUNTY; CONFIRMING SUFFICIENCY OF DEVELOPMENT AGREEMENT SUBMITTAL.	0.10
07/14/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM JERE EARLYWINE WITH REVISED CDD INTERLOCAL AGREEMENT	0.50
07/18/24	TRS	REVIEW EMAIL CORRESPONDENCE REGARDING REVISED INTERLOCAL AGREEMENT.	0.10
07/18/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM JO THACKER REGARDING FORCE MAIN AGREEMENT.	0.30
07/19/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM NICK HARTLEY AT OSCEOLA COUNTY WITH COMMENTS TO TRI-PARTY AGREEMENT; BRIEF REVIEW OF SAME.	0.40
07/19/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING REVISED INTERLOCAL AGREEMENT BETWEEN COMMUNITY DEVELOPMENT DISTRICTS.	0.10
07/22/24	TRS	FOLLOW UP WITH TITLE UNDERWRITER REGARDING INTERPRETATION OF SCHOOL AGREEMENT TERMINATION.	0.20
07/23/24	JB	CONFERRING WITH TITLE UNDERWRITER RE: REQUIREMENTS FOR INSURING OVER SCHOOL BOARD CONTRACT; CONFERRING WITH TOM SULLIVAN RE: SAME.	0.50
07/23/24	TRS	CONFERRING REGARDING QUESTIONS FROM TITLE UNDERWRITER ON SCHOOL AGREEMENT; REVIEWING BACKGROUND INFORMATION	0.60

		RELATED TO SAME.	
07/23/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING REVISED INTERLOCAL AND ENGINEER'S REPORT.	0.30
07/24/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING EDGEWATER FORCE MAIN; EXCHANGING MESSAGES WITH KEVIN WALSH.	0.30
07/24/24	TRS	REVIEWING TOHO ASSESSMENT METHODOLOGY.	0.50
07/25/24	TRS	TELEPHONE CONFERENCE WITH KEVIN WALSH; REVIEWING EMAIL CORRESPONDENCE REGARDING UTILITY AGREEMENT.	0.40

Current Fees: $ 3,491.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	5.30	$ 2,915.00
Bankowitz, Jeffrey	1.20	$ 576.00
	6.50	$ 3,491.00

Utilities: $ 825.00

Road and Drainage: $ 1,265.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

September 18, 2024
FILE # 29466 - 1

Invoice # 11243815
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 2,944.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 2,944.00**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT

To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

08/08/24	TRS	Conferring with Kevin Walsh regarding project matters.	0.30
08/15/24	TRS	Meeting with Kevin Walsh regarding utility agreement matters; review and analysis of force main agreement with Edgewater CDD as constructing party.	1.60
08/19/24	TRS	Email correspondence with Kevin Walsh regarding force main construction agreement; reviewing current draft of same and begin working on utility agreement for Bella Terra construction of Kissimmee Park Road utilities.	1.60
08/21/24	TRS	Reviewing multiple email messages regarding comments to force main construction agreement for Kissimmee Park Road for Edgewater; working on utility agreement.	0.60
08/23/24	TRS	Reviewing email correspondence with comments from St. Cloud and Osceola County to tri-party agreement and reviewing same.	0.50

Current Fees: $ 2,944.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	4.60	$ 2,944.00
	4.60	$ 2,944.00

Utilities: $2,432.00

Road and Drainage: $320.00

GRAYROBINSON

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Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

September 18, 2024
FILE # 29466 - 2

Invoice # 11243826
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 6,976.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 6,976.00**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

08/20/24	TRS	Working on utility agreement for Kissimeee Park Road.	1.30
08/21/24	TRS	Working on utility agreement for Kissimmee Park Road.	1.40
08/22/24	TRS	Finalizing draft utility agreement; email correspondence to Craig Perry and Kevin Walsh regarding same.	1.80
08/26/24	TRS	Exchanging email correspondence with Kevin Walsh regarding utility agreement matters.	0.20
08/27/24	TRS	Email correspondence with Kevin Walsh regarding utility agreement.	0.20
08/28/24	TRS	Meeting with Kevin Walsh regarding utility agreement matters; begin working on revisions to same.	2.40
08/29/24	TRS	Working on utility agreement.	1.00
08/30/24	TRS	Working on utility agreement matters.	1.00
08/31/24	TRS	Continued work on utility agreement; preparing detailed email correspondence to Kevin Walsh regarding clarifications needed with respect to same.	1.60

Current Fees: $ 6,976.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	10.90	$ 6,976.00
	10.90	$ 6,976.00

Utilities: $ 6,976.00

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Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

October 15, 2024
FILE # 29466 - 1

Invoice # 11249028
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 2,944.00
CURRENT FEES:	$ 3,776.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 3,776.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 6,720.00**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

09/03/24	TRS	Conferring with Kevin Walsh regarding utility agreements referencing flows as cost share metric; reviewing various agreement in connection with same.	0.60
09/04/24	TRS	Reviewing email correspondence from Jo Thacker regarding updated force main agreement.	0.40
09/12/24	TRS	Reviewing email correspondence from Jo Thacker with updated force main agreement and reviewing same.	0.60
09/17/24	TRS	Conferring with Kevin Walsh; email correspondence regarding recorded Waterline agreement with exhibits.	0.40
09/19/24	TRS	Email correspondence from Kevin Walsh regarding comments to force main agreement.	0.30
09/19/24	TRS	Reviewing email correspondence from Craig Perry with second submittal of tri-party agreement and reviewing updates to same.	0.90
09/20/24	TRS	Conferring with Craig Perry regarding project matters; reviewing email correspondence regarding force main agreement provisions.	0.80
09/23/24	TRS	Email correspondence regarding various force main provisions.	0.30
09/24/24	TRS	Email correspondence regarding various provisions in force main agreement.	0.30
09/25/24	TRS	Email correspondence regarding various provisions and force main agreement.	0.30
09/26/24	TRS	Reviewing revisions to force main agreement and email correspondence regarding same.	0.60
09/27/24	TRS	Reviewing email correspondence regarding force main agreement provisions.	0.40

Current Fees: $ 3,776.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	5.90	$ 3,776.00
	5.90	$ 3,776.00

Utilities: $ 2,944.00

Road and Drainage: $ 832.00

GRAYROBINSON

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

October 15, 2024
FILE # 29466 - 2

Invoice # 11249044
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 6,976.00
CURRENT FEES:	$ 9,408.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 9,408.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 16,384.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

09/05/24	TRS	Working on Kissimmee Park Road utility agreement.	0.80
09/06/24	TRS	Working on revisions to Kissimmee Park Road utility agreement.	1.10
09/09/24	TRS	Finalizing revisions to Kissimmee Park Road utility agreement; email correspondence with Kevin Walsh and Craig Perry regarding same.	2.20
09/13/24	TRS	Meeting with Kevin Walsh regarding Kissimmee Park Road utility agreement and begin working on revisions to same.	2.90
09/16/24	TRS	Working on multiple revisions to Kissimmee Park Road utility agreement; conferring with Kevin Walsh.	1.80
09/17/24	TRS	Preparing revisions to Kissimmee Park Road Utility Agreement; preparing email correspondence transmitting same to Craig Perry and Kevin Walsh.	2.60
09/18/24	TRS	Reviewing Kissimmee Park Road utility agreement in preparation for discussion on same.	0.90
09/18/24	TRS	Reviewing sketches and legals for BTI segment.	0.30
09/19/24	TRS	Attending teams meeting regarding final edits to Kissimmee Park Road utility agreement; preparing revisions to same; email correspondence with Kevin Walsh regarding same.	1.80
09/20/24	TRS	Email correspondence transmitting Kissimmee Park Road utility construction agreement.	0.30

Current Fees: $ 9,408.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	14.70	$ 9,408.00
	14.70	$ 9,408.00

Utilities: $ 9,408.00

GRAYROBINSON

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Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

November 7, 2024
FILE # 29466 - 1

Invoice # 11253045
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 6,720.00
CURRENT FEES:	$ 6,730.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 6,730.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 13,450.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

10/11/24	JB	Reviewing email correspondence re: lender's request for additional provisions to be inserted into county agreements.	0.40
10/11/24	TRS	Email correspondence regarding proposed lender language.	0.40
10/14/24	TRS	Email correspondence regarding revised exhibits to TOHO and developer services agreements.	0.40
10/14/24	JB	Reviewing loan agreement provisions re: development obligations; exchanging emails with Tom Sullivan re: same.	0.40
10/15/24	JB	Reviewing draft utility agreement and proposed revisions requested by lender; conferring with Tom Sullivan re: same.	0.40
10/15/24	TRS	Email correspondence with Craig Perry regarding proposed language from lender; review and analysis of same; telephone conference with Craig Perry.	0.70
10/16/24	TRS	Detailed review of proposed lender changes to agreements; telephone conference with Craig Perry regarding same; email correspondence with St. Cloud city attorney regarding same.	1.80
10/17/24	TRS	Reviewing updated Tri-Party Agreement and email correspondence to Osceola County.	0.80
10/17/24	TRS	Email correspondence with Craig Perry regarding lender requested language issues.	0.60
10/18/24	TRS	Reviewing email correspondence regarding comments to force main construction agreement.	0.30
10/18/24	TRS	Reviewing email correspondence from Jo Thacker regarding updated force main construction agreement; brief review of same.	0.50
10/22/24	TRS	Reviewing email correspondence regarding re submittal to St. Cloud and Osceola County; brief review of updates.	0.40
10/25/24	TRS	Email correspondence regarding force main construction agreement.	0.30
10/29/24	TRS	Telephone conference with Kevin Walsh regarding Edgewater East construction easement needed in advance of executing utility agreement; begin working on same.	0.80
10/30/24	TRS	Conferring with Kevin Walsh; working on temporary construction easement document; reviewing updated exhibits.	0.90
10/31/24	TRS	Conferring with Kevin Walsh regarding Temporary Construction Easement; working on revisions to same; email correspondence regarding same.	1.50

Current Fees: $ 6,730.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	9.40	$ 6,016.00
Bankowitz, Jeffrey	1.20	$ 714.00
	10.60	$ 6,730.00

Utilities: $ 3,520.00

Road and Drainage: $ 512.00

GRAYROBINSON

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Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

December 11, 2024
FILE # 29466 - 1

Invoice # 11259460
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 2,880.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 2,880.00**

0139

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To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

11/01/24	TRS	Telephone conferences with Kevin Walsh regarding Temporary Construction Easement; preparing revisions to same; email correspondence regarding same.	1.10
11/11/24	TRS	Reviewing email correspondence with updated force main construction agreement.	0.40
11/13/24	TRS	Reviewing email correspondence from engineer with revised exhibits; reviewing same.	0.60
11/15/24	TRS	Reviewing email correspondence regarding St. Cloud comments to Tri-Party Agreement.	0.40
11/18/24	TRS	Reviewing email correspondence from St. Cloud with comments to the Tri-Party Agreement; brief review of same.	0.50
11/19/24	TRS	Reviewing email correspondence from Kevin Walsh regarding mobility fee credits question.	0.20
11/19/24	TRS	Reviewing email correspondence from Craig Perry with final execution version of Tri-Party Development Agreement; brief review of same.	0.50
11/22/24	TRS	Reviewing email correspondence regarding execution copy of force main construction agreement.	0.30
11/25/24	TRS	Reviewing email correspondence regarding execution of TWA agreement.	0.20
11/26/24	TRS	Telephone conference with Kevin Walsh regarding various matters and anticipated December 12th date for St. Cloud hearing on Developer's Agreement.	0.30

Current Fees: $ 2,880.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	4.50	$ 2,880.00
	4.50	$ 2,880.00

Utilities: $ 576.00

Road and Drainage: $ 1,088.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

January 17, 2025
FILE # 29466 - 1

Invoice # 11267393
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 7,326.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 7,326.00**

0139

CLIENT COPY

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To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

12/02/24	TRS	Reviewing email correspondence regarding Bella Terra CDD final form.	0.20
12/05/24	TRS	Email correspondence regarding project matters; begin reviewing easement comments.	0.40
12/06/24	TRS	Email correspondence regarding BTI easement revisions; reviewing same.	0.70
12/09/24	TRS	Attending teams meeting with Craig Perry and Kevin Walsh regarding BTI easement; review and analysis of revisions to same in comparison with prior versions.	1.30
12/09/24	TRS	Preparing revisions to Temporary Construction Easement with BTI.	0.80
12/10/24	TRS	Email correspondence regarding temporary construction easement; conferring regarding same.	0.40
12/10/24	TRS	Reviewing email correspondence regarding TOHO agreement.	0.10
12/12/24	TRS	Email correspondence regarding temporary construction easement with BTI.	0.60
12/13/24	TRS	Telephone conferences with Craig Perry and Kevin Walsh regarding December 12th St. Cloud City Commission meeting and issues with mayor removing Tri-Party Agreement from consent agenda; telephone conferences with office of Dan Mantzaris (St. Cloud City Attorney) regarding same.	0.80
12/16/24	TRS	Multiple telephone conferences regarding issues with St. Cloud mayor on mobility fee credit agreement.	0.80
12/17/24	TRS	Telephone conferences regarding St. Cloud mayor issues.	0.60
12/18/24	CLC	Telephone call with Tom Sullivan re: St. Cloud land use issue and Mayor meeting.	0.20
12/18/24	TRS	Multiple telephone conferences regarding St. Cloud mayor issues; reviewing email correspondence regarding same.	1.10
12/19/24	TRS	Reviewing email correspondence regarding Kissimmee Park Road force main.	0.30
12/20/24	TRS	Conferences regarding mayor's objection to mobility fee credits and related matters.	0.70
12/20/24	TRS	Reviewing email correspondence regarding offsite force main issue.	0.30
12/20/24	TRS	Telephone conference with counsel for school district; reviewing December school district hearing details; telephone conferences with Craig Perry and Kevin Walsh regarding same.	1.30
12/30/24	TRS	Reviewing email correspondence from Joey Milan regarding school district issues; begin work on revisions to same.	0.80

Current Fees: $ 7,326.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	11.20	$ 7,168.00
Carmody, Chris L.	0.20	$ 158.00
	11.40	$ 7,326.00

Utilities: $ 2,752.00

Road and Drainage: $ 3,230.00

GRAYROBINSON

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Post Office Box 3068
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Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

February 24, 2025
FILE # 29466 - 1

Invoice # 11274603
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 13,696.00
CURRENT DISBURSEMENTS:	$ 79.25
CURRENT BALANCE DUE:	**$ 13,775.25**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

01/06/25	TRS	Conferring with Craig Perry.	0.10
01/07/25	TRS	Telephone conference with Craig Perry and Kevin Walsh regarding response to action by School District; working on same; reviewing prior correspondence.	1.70
01/08/25	TRS	Conferring with Craig Perry and Kevin Walsh regarding St. Cloud strategy matters.	0.40
01/08/25	TRS	Finalizing correspondence to School Board; conferences regarding same.	1.10
01/14/25	TRS	Telephone conferences with Craig Perry regarding various portions of Tri-Party Agreement.	0.60
01/22/25	TRS	Conferring with Craig Perry regarding project matters.	0.30
01/22/25	TRS	Reviewing email correspondence regarding Kissimmee Park Road regarding force main matters.	0.20
01/23/25	TRS	Reviewing email correspondence regarding Kissimmee Park Road force main matters; additional correspondence regarding St. Cloud and Tri-Party Agreement.	0.80
01/23/25	TRS	Begin reviewing mobility fee ordinance in connection with Mayor raised issues.	1.70
01/24/25	TRS	Telephone conference with Craig Perry regarding project strategy matters.	0.30
01/24/25	TRS	Preparing email correspondence to Mayor Robertson requesting meeting on Tri-Party Agreement.	0.30
01/25/25	TRS	Email correspondence with Mayor Robertson; additional email correspondence with Craig Perry and Kevin Walsh.	0.30
01/26/25	TRS	Email correspondence with Craig Perry and Kevin Walsh regarding strategy for lobbying meetings.	0.20
01/27/25	TRS	Reviewing mobility fee credit ordinance and annexation agreement and related documentation in preparation for meeting with Mayor Robertson; telephone conference with Craig Perry and Kevin Walsh regarding project matters.	2.20
01/28/25	TRS	Preparing for and attending lengthy meeting with St. Cloud mayor at St. Cloud City Hall; conferences with Craig Perry and Kevin Walsh regarding project matters and strategy for approval.	5.50
01/29/25	TRS	Conferring with Kevin Walsh regarding Tri-Party Agreement; calls to office of City and County Attorneys regarding same; reviewing updated language following meeting with St. Cloud mayor.	1.10
01/29/25	TRS	Exchanging email correspondence with St. Cloud administration staff regarding meeting with council members.	0.40
01/29/25	TRS	Conferring with Craig Perry and Kevin Walsh; revising agreement and reviewing revisions by others to same.	0.80
01/30/25	TRS	Multiple telephone conferences regarding revisions to Tri-	1.90

		Party Agreement and various other project and political issues; email correspondence regarding same; reviewing revised language.	
01/31/25	TRS	Reviewing revised agreement language; conferring with project team regarding same; conferring with City Attorney regarding same.	1.10
01/31/25	TRS	Conferring with office of County Attorney regarding scheduling matters for Tri-Party Agreement.	0.40

Current Fees: $ 13,696.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	21.40	$ 13,696.00
	21.40	$ 13,696.00

Disbursements:

01/08/25	Express Mail	$ 15.60
01/08/25	Express Mail	$ 15.60
01/08/25	Express Mail	$ 15.60
01/08/25	Express Mail	$ 15.60
01/08/25	Express Mail	$ 15.60
01/08/25	Postage and Handling	$ 1.25

Current Disbursements: $ 79.25

Utilities: $ 640.00

Road and Drainage: $ 5,952.00

GRAYROBINSON

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Post Office Box 3068
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Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

March 17, 2025
FILE # 29466 - 1

Invoice # 11279209
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 13,775.25
CURRENT FEES:	$ 17,249.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 17,249.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 31,024.25**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

02/03/25	TRS	Telephone conferences with City Attorney and County Attorney's office; telephone conferences with Kevin Walsh regarding timing for Tri-Party Agreement; reviewing proposed revisions to same.	0.80
02/04/25	TRS	Email correspondence regarding Tri-Party Agreement; conferring with County Attorney's office; conferring with City Attorney; conferring with Kevin Walsh and Craig Perry.	0.90
02/05/25	TRS	Email correspondence regarding Tri-Party Agreement.	0.40
02/06/25	TRS	Email correspondence regarding Tri-Party Development Agreement matters.	0.20
02/07/25	TRS	Email correspondence with City of St. Cloud regarding meetings with Council members; additional conferences regarding project matters.	0.60
02/10/25	TRS	Attending in-person meeting with Deputy Mayor Fletcher at St. Cloud City Hall; conferring with Kevin Walsh regarding strategy matters; conferring with City Manager.	1.80
02/10/25	TRS	Reviewing February 13th St. Cloud City Council agenda package; email correspondence regarding project matters.	0.80
02/11/25	TRS	Preparing for and attending in-person meeting with Council Member Gilbert at St. Cloud City Hall.	1.80
02/11/25	TRS	Preparing for and attending in-person meeting with Council Member Urban at St. Cloud City Hall.	1.70
02/12/25	TRS	Attending teams meeting with Council Member Paul; telephone conferences with City Manager, Craig Perry and Kevin Walsh; email correspondence regarding project matters.	1.90
02/13/25	TRS	Telephone conferences regarding strategy for St. Cloud City Council hearing; preparing for same.	1.80
02/13/25	TRS	Meeting with Craig Perry and Kevin Walsh; attending St. Cloud City Council hearing approving Tri-Party Development Agreement.	4.60
02/21/25	RFS	Call with Tom re: Osceola county commission meeting requests.	0.30
02/21/25	TRS	Telephone conferences regarding project matters and upcoming March 3rd Board of County Commissioners hearing; conferring with Kevin Walsh regarding same; conferring with Robert Stuart and Osceola staff in connection with same.	0.70
02/21/25	TRS	Reviewing email correspondence regarding Kissimmee Park Road force main and related matters.	0.40
02/24/25	RFS	Review of correspondence and discussion with Stella Keiner about meeting requests. Calls to commissioners Grier and Arrington re: upcoming meeting requests.	0.40
02/24/25	TRS	Reviewing email correspondence from TOHO and Kevin	0.80

		Walsh regarding comments from legal department of TOHO.	
02/25/25	RFS	Call with commissioner Ricky booth re: project.	0.30
02/25/25	TRS	Attending teams meeting with Commissioner Booth; telephone conferences with Kevin Walsh regarding project matters.	0.80
02/25/25	TRS	Reviewing email correspondence from Kevin Walsh with comments from TOHO to utility agreement; begin review and analysis of same.	1.10
02/26/25	RFS	Call with commissioner Viviana Janer re: project. Followup call to commissioner Arrington.	1.30
02/26/25	RFS	Call with commissioner Cheryl Grier re: project.	0.30
02/26/25	TRS	Preparing for and participating in teams meeting with Commissioner Janer; additional telephone conferences with Kevin Walsh regarding project matters and March 3rd Osceola County Board of County Commissioners meeting; attending teams meeting with Commissioner Grier.	1.40
02/28/25	TRS	Attending teams meeting with Commissioner Chaudhry; reviewing agenda package for March 3rd Board of County Commissioners meeting.	1.10

Current Fees: $ 17,249.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	23.60	$ 15,104.00
Stuart, Robert F.	2.60	$ 2,145.00
	26.20	$ 17,249.00

Utilities: $ 1,472.00

Road and Drainage: $ 4,416.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

April 18, 2025
FILE # 29466 - 1

Invoice # 11287085
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 2,880.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 2,880.00**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

03/03/25	TRS	Preparing for and attending Osceola County Board of County Commissioners hearing with Kevin Walsh approving Tri-Party Agreement.	3.80
03/04/25	TRS	Email correspondence regarding Kissimmee Park Road force main matters.	0.20
03/21/25	TRS	Reviewing email correspondence regarding recordation of Tri-Party Agreement.	0.20
03/26/25	TRS	Reviewing email correspondence regarding dispute with School District.	0.30

Current Fees: $ 2,880.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	4.50	$ 2,880.00
	4.50	$ 2,880.00

Utilities: $ 128.00

Road and Drainage: $2,560.00

GRAYROBINSON

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Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

April 18, 2025
FILE # 29466 - 2

Invoice # 11287099
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 15,380.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 15,380.00**

0139

CLIENT COPY

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To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

07/24/24	TRS	Reviewing email correspondence regarding Edgewater force main; exchanging messages with Kevin Walsh.	0.30
07/24/24	TRS	Reviewing TOHO assessment methodology.	0.50
07/25/24	TRS	Telephone conference with Kevin Walsh; reviewing email correspondence regarding utility agreement.	0.40
10/14/24	TRS	Email correspondence regarding revised exhibits to TOHO and Developer's Services Agreements.	0.40
10/18/24	TRS	Reviewing email correspondence regarding comments to force main construction agreement.	0.30
10/25/24	TRS	Email correspondence regarding force main construction agreement.	0.30
10/29/24	TRS	Telephone conference with Kevin Walsh regarding Edgewater East construction agreement needed in advance of executing utility agreement; begin working on same.	0.80
10/30/24	TRS	Conferring with Kevin Walsh; working on temporary construction easement document; reviewing updated exhibits.	0.90
10/31/24	TRS	Conferring with Kevin Walsh regarding temporary construction easement; working on revisions to same; email correspondence regarding same.	1.50
12/06/24	TRS	Email correspondence regarding BTI easement revisions; reviewing same.	0.70
12/09/24	TRS	Attending teams meeting with Craig Perry and Kevin Walsh regarding BTI easement; review and analysis of revisions to same in comparison with prior versions.	1.30
12/09/24	TRS	Preparing revisions to temporary construction easement with BTI.	0.80
12/10/24	TRS	Reviewing email correspondence regarding TOHO agreement.	0.10
12/10/24	TRS	Email correspondence regarding temporary construction easement; conferring regarding same.	0.40
12/12/24	TRS	Email correspondence regarding temporary construction easement with BTI.	0.60
12/19/24	TRS	Reviewing email correspondence regarding Kissimmee Park Road force main.	0.30
12/20/24	TRS	Reviewing email correspondence regarding off site force main issue.	0.30
02/24/25	TRS	Reviewing email correspondence from TOHO and Kevin Walsh regarding comments from legal department of TOHO.	0.80
02/25/25	TRS	Reviewing email correspondence from Kevin Walsh with comments from TOHO to utility agreement; begin review and analysis of same.	1.10
03/03/25	TRS	Conferring with Kevin Walsh regarding utility agreement	2.40

		matters; reviewing comments from TWA; working on revisions to same.	
03/04/25	TRS	Continued review of utility agreement matters.	1.30
03/06/25	TRS	Conferring regarding utility agreement matters.	0.60
03/06/25	TRS	Working on TOHO utility agreement matters; conferring with Kevin Walsh regarding same.	1.50
03/07/25	TRS	Conference call with Craig Perry and Kevin Walsh regarding TOHO agreement; reviewing and revising same.	1.80
03/11/25	TRS	Reviewing utility agreement matters and various provisions; conferences regarding same.	1.10
03/12/25	TRS	Reviewing email correspondence regarding redline of utility agreement; reviewing exhibits to same.	1.10
03/14/25	TRS	Reviewing utility agreement matters and various provisions; conferences regarding same.	0.90
03/18/25	TRS	Reviewing TOHO agreement issues and conferring regarding same.	0.80
03/26/25	TRS	Reviewing TOHO agreement issues and conferring regarding same.	0.90

Current Fees: $ 15,380.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	24.20	$ 15,380.00
	24.20	$ 15,380.00

Utilities: $ 15,380.00

GRAYROBINSON

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

May 13, 2025
FILE # 29466 - 2

Invoice # 11292855
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 7,936.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 7,936.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

04/02/25	TRS	Conferring with Craig Perry regarding utility agreement matters.	0.20
04/09/25	TRS	Conferring with Craig Perry regarding utility agreement matters.	0.20
04/15/25	TRS	Exchanging email correspondence with Kevin Walsh regarding utility agreement.	0.20
04/21/25	TRS	Reviewing last draft of utility agreement in connection with discussing same.	0.50
04/22/25	TRS	Telephone conference with Kevin Walsh regarding utility agreement matters.	0.40
04/23/25	TRS	Preparing for and attending meeting with Kevin Walsh and Craig Perry regarding utility agreement and revisions needed to same; begin working on same.	2.60
04/24/25	TRS	Working on revisions to utility agreement.	1.30
04/25/25	TRS	Working on extensive revisions to utility agreement.	1.60
04/28/25	TRS	Working on numerous revisions to utility agreement; preparing email correspondence regarding same.	2.80
04/29/25	TRS	Conferring with Kevin Walsh; email correspondence regarding utility agreement.	0.30
04/29/25	TRS	Initial review of cost share exhibits to agreement.	0.50
04/30/25	TRS	Conferring with Kevin Walsh regarding numerous revisions to utility agreement; working on same.	1.80

Current Fees: $ 7,936.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	12.40	$ 7,936.00
	12.40	$ 7,936.00

Utilities: $ 7,936.00

GRAYROBINSON

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Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

June 13, 2025
FILE # 29466 - 2

Invoice # 11299332
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 7,808.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 7,808.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

05/01/25	TRS	Working on numerous revisions to utility agreement.	1.10
05/01/25	TRS	Reviewing recent Kissimmee Park Road utility agreement to mirror provisions in same.	0.90
05/02/25	TRS	Conferring with Kevin Walsh regarding utility project.	0.10
05/02/25	TRS	Preparing numerous revisions to utility agreement; preparing email correspondence to project team regarding same.	2.90
05/04/25	TRS	Reviewing email correspondence regarding discussing Kissimmee Park Road utility agreement.	0.20
05/05/25	TRS	Reviewing utility agreement and exhibits; attending teams meeting regarding same; reviewing email correspondence from Craig Perry regarding same.	1.80
05/06/25	TRS	Brief telephone conference with Kevin Walsh regarding utility agreement matters.	0.10
05/20/25	TRS	Multiple telephone conferences regarding utility agreement matters.	0.40
05/21/25	TRS	Reviewing revisions to utility agreement; attending teams meeting with project team regarding same; preparing detailed transmittal email to counsel for TOHO.	2.70
05/22/25	TRS	Reviewing agreement; conferring regarding same; preparing special redline document in connection with same.	1.30
05/30/25	TRS	Reviewing draft utility agreement; exchanging email correspondence with counsel for TOHO regarding same.	0.70

Current Fees: $ 7,808.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	12.20	$ 7,808.00
	12.20	$ 7,808.00

Utilities: $ 7,808.00

GRAYROBINSON

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Post Office Box 3068
Orlando, Florida 32802

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

July 7, 2025
FILE # 29466 - 2

Invoice # 11303078
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 7,808.00
CURRENT FEES:	$ 11,840.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 11,840.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 19,648.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

06/04/25	TRS	Telephone conference with Kevin Walsh regarding TOHO's delayed review of agreement and efforts to expedite same.	0.20
06/06/25	TRS	Conferring with counsel for TOHO; exchanging email correspondence regarding status of review of agreement.	0.60
06/11/25	TRS	Exchanging email correspondence with project team regarding exhibits previously provided and remaining exhibits to be completed.	0.60
06/13/25	TRS	Reviewing email correspondence from Kevin Walsh regarding comments from TOHO's counsel; reviewing response from TOHO's counsel in connection with various portions of utility agreement.	1.30
06/17/25	TRS	Attending Teams meeting with project team regarding changes needed to bifurcate Agreement; begin working on revisions to same.	2.80
06/19/25	TRS	Finalizing revisions to new Phase 1 utility agreement; exchanging email correspondence with project team regarding same.	2.30
06/20/25	TRS	Exchanging email correspondence with Craig Perry and Kevin Walsh regarding comments to Phase 1 agreement; preparing revisions based upon comments.	0.80
06/22/25	TRS	Reviewing email correspondence from Kevin Walsh regarding comments to Phase 1 agreement; begin working on edits to same.	0.60
06/23/25	TRS	Preparing for and attending Teams meeting regarding Phase 1 agreement; preparing edits and redline for same; exchanging email correspondence with counsel for TOHO regarding same.	2.20
06/24/25	TRS	Working on Phase 2 agreement; reviewing Phase 1 agreement in connection with TOHO meeting on same.	1.80
06/25/25	TRS	Reviewing Phase 1 agreement and exhibits in preparation for Teams meeting; attending Teams meeting with project team and TOHO.	1.80
06/26/25	TRS	Reviewing email correspondence from Craig Perry regarding updates to Phase 1 agreement.	0.20
06/27/25	TRS	Working on Phase 2 agreement; reviewing documentation related to same.	1.40
06/30/25	TRS	Continued work on Phase 2 agreement; exchanging email correspondence with Justin O'Brian regarding same.	1.90

Current Fees: $ 11,840.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	18.50	$ 11,840.00
	18.50	$ 11,840.00

Utilities: $ 11,840.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

August 4, 2025
FILE # 29466 - 2

Invoice # 11310427
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 11,072.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 11,072.00**

0139

CLIENT COPY

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To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

07/01/25	TRS	Finalizing draft Phase 2 Agreement and emailing same to project team; reviewing email correspondence from Justin O'Brien regarding same.	1.80
07/07/25	TRS	Telephone conference with Kevin Walsh and Craig Perry regarding TOHO.	0.30
07/07/25	TRS	Exchanging email correspondence with TOHO's counsel regarding utility agreement.	0.20
07/08/25	TRS	Telephone conferences with counsel for TOHO; telephone conferences with Kevin Walsh regarding agreements and outstanding items to be addressed in same.	0.80
07/09/25	TRS	Email correspondence regarding response from TOHO's counsel on time frame to turn comments to agreement and place agreement on August agenda; conferring with office of TOHO's counsel in connection with same.	0.40
07/10/25	TRS	Telephone conference with Kevin Walsh regarding project matters; telephone conference with office of Roberta Alfonso regarding status of agreement.	0.70
07/10/25	TRS	Exchanging email correspondence with Justin O'Brien regarding questions on utility agreement.	0.40
07/11/25	TRS	Exchanging email correspondence regarding TOHO utility agreements.	0.40
07/12/25	TRS	Reviewing email correspondence from Craig Perry and Kevin Walsh; reviewing revisions by Craig Perry to Phase 1 Agreement.	0.80
07/13/25	TRS	Exchanging email correspondence regarding Phase 1 and Phase 2 Agreements; providing comments to Metro in connection with same.	0.40
07/14/25	TRS	Attending TEAMS meeting with Craig Perry and Kevin Walsh regarding outstanding issues and strategy for discussion with TOHO; attending TEAMS meeting with project team and TOHO regarding finalizing Phase 1 Agreement; additional conferences regarding same; email correspondence regarding same; preparing updated language in connection with portions of same.	2.70
07/15/25	TRS	Email correspondence regarding finalizing Phase 1 agreement; reviewing updated exhibits to same.	0.50
07/16/25	TRS	Attending TEAMS meeting regarding final edits to Kissimmee Park Road Agreement; reviewing email correspondence regarding same; reviewing revised language in connection with same; preparing revised language in connection with same.	1.30
07/16/25	TRS	Reviewing comments from Justin O'Brien and begin working on revisions to Phase 2 Agreement.	0.80
07/17/25	TRS	Email correspondence regarding exhibits and figures referenced in same.	0.40

07/18/25	TRS	Email correspondence regarding updated exhibits to Phase 1 Agreement.	0.50
07/24/25	TRS	Reviewing email correspondence from Craig Perry with latest revisions to final Phase 1 Agreement; reviewing same.	0.70
07/25/25	TRS	Working on initial revisions to Phase 2 Agreement.	0.90
07/30/25	TRS	Working on Phase 2 Agreement.	1.50
07/31/25	TRS	Working on Phase 2 Agreement.	1.80

Current Fees: $ 11,072.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	17.30	$ 11,072.00
	17.30	$ 11,072.00

Utilities: $ 11,072.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

September 10, 2025
FILE # 29466 - 2

Invoice # 11317451
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 1,216.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 1,216.00**

0139

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PAYMENT IS DUE UPON RECEIPT

To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

08/07/25	TRS	Telephone conference with Craig Perry regarding changes being requested by Metro to TOHO agreement; review and analysis of same; preparing email correspondence regarding suggested revisions to same.	1.10
08/08/25	TRS	Reviewing email correspondence regarding final version of TOHO agreement.	0.30
08/19/25	TRS	Obtaining and reviewing TOHO agenda for August 20th meeting; exchanging email correspondence with Craig Perry and Kevin Walsh regarding same.	0.30
08/20/25	TRS	Exchanging email correspondence regarding approval of Phase I utility agreement by TOHO.	0.20

Current Fees: $ 1,216.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	1.90	$ 1,216.00
	1.90	$ 1,216.00

Utilities: $ 1,216.00

GRAYROBINSON

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Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

July 10, 2024
FILE # 29466 - 1

Invoice # 11229183
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 10,728.00
CURRENT DISBURSEMENTS:	$ 12.89
CURRENT BALANCE DUE:	**$ 10,740.89**

0139

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Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

06/02/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY WITH UPDATED TRI-PARTY AGREEMENT; BEGIN REVIEW OF VARIOUS REVISIONS TO SAME.	0.80
06/04/24	TRS	PREPARING FOR AND ATTENDING MEETING WITH CRAIG PERRY AND KEVIN WALSH REGARDING TRANSPORTATION AGREEMENT; WORKING ON SAME.	2.30
06/04/24	TRS	CONFERENCES REGARDING OSCEOLA SCHOOL AGREEMENT AMENDMENT AND REVISIONS TO SAME.	0.40
06/05/24	TRS	ATTENDING CONFERENCE CALL WITH CRAIG PERRY AND KEVIN WALSH REGARDING COMMENTS TO TRI-PARTY AGREEMENT; BEGIN WORK ON REVISIONS TO SAME.	1.30
06/06/24	TRS	EXCHANGING EMAIL CORRESPONDENCE WITH SCHOOL BOARD REGARDING CORRECT VERSION OF SECOND AMENDMENT TO PLACE ON SCHOOL BOARD AGENDA.	0.20
06/06/24	TRS	FINALIZING REVISIONS TO TRI-PARTY AGREEMENT; PREPARING EMAIL CORRESPONDENCE TO CRAIG PERRY AND KEVIN WALSH REGARDING SAME.	1.90
06/06/24	TRS	EMAIL CORRESPONDENCE REGARDING FINAL WORD VERSION OF WATERLINE.	0.40
06/11/24	TRS	NUMEROUS TELEPHONE CONFERENCES REGARDING POSITION OF SCHOOL BOARD; REVIEWING MULTIPLE EMAIL MESSAGES REGARDING PROPOSED REVISIONS TO SECOND AMENDMENT TO SCHOOL AGREEMENT; REVIEWING UNDERLYING SCHOOL AGREEMENT AND RELATED DOCUMENTATION.	1.80
06/12/24	TRS	NUMEROUS CONFERENCES REGARDING SCHOOL BOARD ISSUES; PREPARING DETAILED EMAIL CORRESPONDENCE SUMMARIZING SAME FOR DISCUSSION WITH JEFF BANKOWITZ; TELEPHONE CONFERENCES WITH CRAIG PERRY.	1.70
06/13/24	JB	RECEIVING SCHOOL BOARD AGREEMENT AND AMENDMENTS; REVIEWING CORRESPONDENCE RELATING TO SAME.	1.40
06/14/24	JB	REVIEWING CONTRACT, AMENDMENT AND CORRESPONDENCE REGARDING CONTRACT MATTERS AND TERMINATION; CONFERRING WITH TOM SULLIVAN AND CLIENT REGARDING SAME.	1.40
06/14/24	TRS	MULTIPLE TELEPHONE CONFERENCES REGARDING SCHOOL AGREEMENT ISSUES WITH	0.70

		CRAIG PERRY AND JEFF BANKOWITZ.	
06/17/24	TRS	EMAIL CORRESPONDENCE REGARDING SCHOOL BOARD ISSUES.	0.40
06/17/24	JB	EXCHANGING EMAILS WITH TOM REGARDING TITLE UNDERWRITING REVIEW OF SCHOOL AGREEMENT.	0.30
06/20/24	TRS	EMAIL CORRESPONDENCE WITH KEVIN WALSH REGARDING TRI-PARTY AGREEMENT QUESTIONS.	0.40
06/21/24	TRS	CONFERRING REGARDING EXHIBITS TO TRI-PARTY AGREEMENT.	0.40
06/25/24	TRS	CONFERRING WITH KEVIN WALSH AND CRAIG PERRY.	0.30
06/25/24	TRS	REVIEWING EXHIBITS FROM KEVIN WALSH; REVIEWING TRI-PARTY AGREEMENT.	1.30
06/27/24	TRS	FURTHER REVIEW AND UPDATING TRI-PARTY AGREEMENT; ADDITIONAL EMAIL CORRESPONDENCE WITH KEVIN WALSH REGARDING REDLINED CHANGES TO SAME.	1.10
06/27/24	TRS	EMAIL CORRESPONDENCE WITH CRAIG PERRY REGARDING TITLE UNDERWRITER AND SCHOOL AGREEMENT.	0.20
06/28/24	TRS	REVIEWING TRI-PARTY AGREEMENT; EMAIL CORRESPONDENCE AND ASSOCIATED SUBMITTAL.	0.80
06/28/24	TRS	TELEPHONE CONFERENCES WITH KEVIN WALSH; REVIEWING EXHIBITS TO AGREEMENT.	0.40

Current Fees: $ 10,728.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	16.80	$ 9,240.00
Bankowitz, Jeffrey	3.10	$ 1,488.00
	19.90	$ 10,728.00

Disbursements:

06/06/24	Express Mail	$ 12.89

Current Disbursements: $ 12.89

Road and Drainage: $ 4,840.00

KUTAKROCK

Kutak Rock LLP
107 West College Avenue, Tallahassee, FL 32301-7707
office 850.692.7300

Jere L. Earlywine
850.528.6152
jere.earlywine@kutakrock.com

October 1, 2025

Via Electronic Mail
George Flint
Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801
gflint@gmscfl.com

Re: Bella Tara Community Development District
Cost Share Agreements

Dear George,

We are writing in connection with the various interlocal agreements relating to the construction of Lake Toho Road and Kissimmee Park Road right-of-way and utilities improvements, and specifically to provide a break-out of our attorney's fees to date and related to that work, which break-out can be used for any cost sharing under these agreements.[1] We have divided our fees into two categories: (1) fees related to preparing the interlocal with the Kissimmee Park Road CDD (and the applicable developers), and (2) fees related to the construction contract for the master right-of-way and utilities improvements contemplated under the interlocals.

Going forward (after our September bill), and for your convenience, our bills will have separate matters related to each of these categories. We will also further break-out contract work related to the Toho-related utilities if that would be helpful (but presently all of the entries to date include all of the master right-of-way and utilities work and also relate to the Toho-related utilities). If you have any questions, please contact me at (850) 528-6152 or at Jere.Earlywine@Kutakrock.com. Thanks so much for the opportunity to be of service!

Sincerely,

Jere L. Earlywine

cc: Chairperson

[1]The interlocal agreements include the following: *Utility Construction Cost Sharing Agreement Kissimmee Park Road,* with Toho Water Authority (among others), and dated August 20, 2025; *Force Main Construction Agreement Kissimmee Park Road*, with Toho Water Authority (among others), and dated December 18, 2024; *Bella Tara Tri-Party Development Agreement*, with the County and City (among others), and dated March 2025; *Interlocal Agreement Lake Toho Road and Kissimmee Park Road Expansion,* between Bella Tara CDD and Kissimmee Park Road CDD (among others), and dated February 2024 (as later amended).

KUTAK ROCK ENTRIES APPLICABLE TO INTERLOCAL AGREEMENT

(*Interlocal Agreement Lake Toho Road and Kissimmee Park Road Expansion,* between Bella Tara CDD and Kissimmee Park Road CDD (among others), and dated February 2024 (as later amended))

08/24/24	J. Earlywine	0.20	64.00	Review changes to interlocal; follow-up email
10/25/24	J. Earlywine	0.50	160.00	Confer with Perry regarding interlocal agreement; follow-up with Eckert regarding same
11/13/24	J. Earlywine	1.50	480.00	Review and revise interlocal agreement; review revised agreement; email regarding same
12/10/24	J. Earlywine	0.80	256.00	Confer with Perry regarding comments on interlocal; revise same; email regarding same
01/13/25	J. Earlywine	0.90	297.00	Confer with Perry regarding interlocal; review and revise same
01/14/25	J. Earlywine	0.50	165.00	Conference call regarding interlocal
01/16/25	J. Earlywine	1.20	396.00	Review and revise interlocal agreement; email and phone call regarding same
01/19/25	J. Earlywine	0.50	165.00	Review and revise interlocal agreement; [illegible]
01/21/25	J. Earlywine	0.50	165.00	Conference call regarding interlocal and related items;
01/22/25	J. Earlywine	.60	198.00	confer with Perry regarding interlocal; review revisions and further edit interlocal
01/23/25	J. Earlywine	0.20	66.00	Review and revise interlocal agreement; email regarding same
02/21/25	J. Earlywine	0.30	99.00	Prepare redline and review changes to interlocal; email regarding same; email Gang regarding same

04/10/25	J. Earlywine	0.40	132.00	prepare first amendment to interlocal; email regarding same
04/11/25	J. Earlywine	0.20	66.00	Email regarding amendment to interlocal
04/11/25	K. Ibarra	0.30	66.00	Research executed copy of interlocal agreement
04/15/25	J. Earlywine	0.20	66.00	Review and finalize first amendment to interlocal; email regarding same
04/15/25	K. Ibarra	0.70	154.00	Prepare and record interlocal agreement; review recorded copy of same
05/17/25	J. Earlywine	0.20	66.00	Review status of first amendment to interlocal; email regarding same
05/22/25	J. Earlywine	0.20	66.00	Confer with Board Supervisor regarding interlocal changes
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
06/18/25	K. Ibarra	0.10	22.00	Record first amendment to interlocal agreement
06/23/25	K. Ibarra	0.30	66.00	Review recorded first amendment to interlocal agreement; correspondence with district manager regarding same
08/13/25	J. Earlywine	0.30	99.00	Confer with Perry regarding side letter for interlocal agreement; review letter; email regarding same

Total Cost: $4,197

Road and Drainage: $ 4,197.00

KUTAK ROCK ENTRIES APPLICABLE TO MASTER ROADS AND UTILITIES CONTRACT

11/17/24	J. Earlywine	0.50	160.00	Review force main construction agreement; email regarding same
11/21/24	J. Earlywine	0.20	64.00	Review change to utility agreement; email regarding same
11/22/24	J. Earlywine	0.20	64.00	Email regarding utilities agreement; review same
01/24/25	K. Ibarra	0.20	44.00	Research recorded forcemain construction agreement
08/06/25	J. Earlywine	0.50	165.00	Conference call regarding assignment and acquisitions; follow-up; review prior documents
08/06/25	K. Ibarra	0.30	66.00	Attend conference call regarding assignment of construction contract; potential acquisitions and requisition
08/20/25	A. Ligas	0.30	79.50	Conference with developer regarding assignment of contractor agreement and requisitions
08/25/25	J. Earlywine	0.50	165.00	Conference call regarding contract assignments and acquisitions
08/29/25	J. Earlywine	0.20	66.00	Email regarding utility item

Total cost: $873.50

Utilities: $ 873.50

DEC 4, 2025

Bella Tara Community Development District
c/o District Manager
Governmental Management Services
219 E. Livingston Street
Orlando, Florida 32801

Re: Letter Agreement for Acquisition of Work Product

Dear District Manager,

Pursuant to that certain *Amended and Restated Acquisition Agreement,* dated August 21, 2025 (**"Acquisition Agreement"**), by and between the Bella Tara Community Development District (**"District"**) and Whaley Farms, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Work Product**" as described in **Exhibit A** attached hereto. As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Work Product. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

Name: ERNESTO MITSUMASU
Title: CHAIRMAN

Sincerely,

WHALEY FARMS, LLC

Name: CRAIG PERRY
Title: MANAGER

EXHIBIT A
Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Hanson Walter & Associates, Inc	5/24/2024	5290905	Engineering Fees	$34,410.00	**$13,136.67**	**$21,273.33**	$0.00
Hanson Walter & Associates, Inc	7/9/2024	5291330	Engineering Fees	$39,025.00	**$23,008.33**	**$16,016.67**	$1,000.00
Hanson Walter & Associates, Inc	7/23/2024	5291515	Engineering Fees	$80,215.00	**$10,205.00**	**$70,010.00**	$0.00
Hanson Walter & Associates, Inc	8/22/2024	5291783	Engineering Fees	$31,335.00	**$8,478.33**	**$22,856.67**	$0.00
Hanson Walter & Associates, Inc	9/5/2024	5291860	Engineering Fees	$25,590.00	**$8,463.33**	**$17,126.67**	$0.00
Hanson Walter & Associates, Inc	10/30/2024	5292297	Engineering Fees	$21,001.00	**$2,333.67**	**$18,667.33**	$0.00
Hanson Walter & Associates, Inc	11/27/2025	5292576	Engineering Fees	$9,000.00	**$1,000.00**	**$8,000.00**	$0.00
Hanson Walter & Associates, Inc	12/11/2024	5292717	Engineering Fees	$1,265.00	**$421.67**	**$843.33**	$0.00
Hanson Walter & Associates, Inc	3/11/2025	5293360	Engineering Fees	$9,330.00	**$2,676.67**	**$6,653.33**	$0.00
Hanson Walter & Associates, Inc	3/27/2025	5293549	Engineering Fees	$9,501.10	**$3,367.04**	**$6,134.06**	$0.73
Hanson Walter & Associates, Inc	5/14/2025	5293884	Engineering Fees	$97,447.19	**$24,273.65**	**$73,173.54**	$0.00
Hanson Walter & Associates, Inc	7/14/2025	5294337	Engineering Fees	$38,250.60	**$12,900.20**	**$25,350.40**	$0.00
Hanson Walter & Associates, Inc	7/29/2025	5294473	Engineering Fees	$15,001.20	**$5,367.07**	**$9,634.13**	$0.00
Hanson Walter & Associates, Inc	8/27/2025	5294658	Engineering Fees	$9,332.80	**$2,577.60**	**$6,755.20**	$0.00
Hanson Walter & Associates, Inc	9/30/2025	5294835	Engineering Fees	$19,450.70	**$6,100.23**	**$13,350.47**	$0.00
Hanson Walter & Associates, Inc	10/29/2025	5295030	Engineering Fees	$1,660.79	**$47.56**	**$1,613.23**	$0.00
Hanson Walter & Associates, Inc	8/27/2025	5294663	Engineering Fees	$1,518.13	**$0.00**	**$1,518.13**	$0.00
J&L Triple B Ranch, LLLP	10/15/2025	100311	Gopher Tortoise	$10,000.00	**$0.00**	**$10,000.00**	$0.00
Florida Wildlife Commission	9/15/2025	25204198	Gopher Tortoise	$275.00	**$0.00**	**$275.00**	$0.00
South Florida Water Management District	1/7/2025	163048	ERP Review	$7,500.00	**$0.00**	**$7,500.00**	$0.00
Mitigation Marketing	7/10/2025		UMAM Credits	$75,500.00	**$0.00**	**$75,500.00**	$0.00
Osceola County	10/01/2025		NOC	$99.25	**$0.00**	**$99.25**	$0.00
Smith, Currie & Hancock	7/31/2025	413817	Legal Fees	$585.00	**$0.00**	**$585.00**	$0.00
Smith, Currie & Hancock	8/31/2025	414878	Legal Fees	$8,307.00	**$0.00**	**$8,307.00**	$0.00
Water Resource Associates, LLC	7/9/2024	24-2514.1	Engineering Fees	$793.75	**$0.00**	**$793.75**	$0.00
Water Resource Associates, LLC	9/13/2024	24-2514.2	Engineering Fees	$11,250.00	**$0.00**	**$11,250.00**	$0.00
Water Resource Associates, LLC	1/22/2025	25-2514.1	Engineering Fees	$2,781.25	**$0.00**	**$2,781.25**	$0.00
Water Resource Associates, LLC	3/14/2025	25-2514.2	Engineering Fees	$6,523.34	**$0.00**	**$6,523.34**	$0.00
Water Resource Associates, LLC	6/3/2025	25-2514.3	Engineering Fees	$1,065.25	**$0.00**	**$1,065.25**	$0.00

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Water Resource Associates, LLC	6/10/2025	25-2514.4	Engineering Fees	$2,959.50	**$0.00**	**$2,959.50**	$0.00
Water Resource Associates, LLC	7/25/2025	25-2514.5	Engineering Fees	$1,410.00	**$0.00**	**$1,410.00**	$0.00
Water Resource Associates, LLC	08/22/25	25-2514.6	Engineering Fees	$12,518.75	**$0.00**	**$12,518.75**	$0.00
Water Resource Associates, LLC	10/15/2025	25-2514.7	Engineering Fees	$6,642.80	**$0.00**	**$6,642.80**	$0.00
Gray Robinson	4/11/2024	11210190	Legal Fees - Land Use Matters	$6,710.00	**$330.00**	**$330.00**	$6,050.00
Gray Robinson	5/17/2024	11218138	Legal Fees-Land Use Matters	$11,660.00	**$0.00**	**$8,415.00**	$3,245.00
Gray Robinson	6/10/2024	11221591	Legal Fees -Land Use Matters	$15,627.72	**$1,540.00**	**$12,045.00**	$2,042.72
Gray Robinson	7/10/2024	11229183	Prof. Svcs Land Use Matters.	$10,740.89	**$0.00**	**$4,840.00**	$5,900.89
Gray Robinson	8/3/2024	11233960	Prof. Svcs Land Use Matters.	$3,491.00	**$825.00**	**$1,265.00**	$1,401.00
Gray Robinson	9/18/2024	11243815	Prof. Svcs Land Use Matters .	$2,944.00	**$2,432.00**	**$320.00**	$192.00
Gray Robinson	9/18/2024	11243826	Kissimmee Pk Road Utility Agree	$6,976.00	**$6,976.00**	**$0.00**	$0.00
Gray Robinson	10/15/2024	11249028	Prof. Svcs. Land Use Matters.	$3,776.00	**$2,944.00**	**$832.00**	$0.00
Gray Robinson	10/15/2024	11249044	Kissimmee Pk Road Utility Agree	$9,408.00	**$9,408.00**	**$0.00**	$0.00
Gray Robinson	11/7/2024	11253045	Prof. Svcs Land Use Matters.	$6,730.00	**$3,520.00**	**$512.00**	$2,698.00
Gray Robinson	12/11/2024	11259460	Prof. Svcs Land Use Matters.	$2,880.00	**$576.00**	**$1,088.00**	$1,216.00
Gray Robinson	1/17/2025	11267393	Prof. Svcs Land Use Matters.	$7,326.00	**$2,752.00**	**$3,230.00**	$1,344.00
Gray Robinson	2/24/2025	11274603	Prof. Svcs Land Use Matters.	$13,696.00	**$640.00**	**$5,952.00**	$7,104.00
Gray Robinson	3/17/2025	11279209	Prof. Svcs Land Use Matters.	$17,249.00	**$1,472.00**	**$4,416.00**	$11,361.00
Gray Robinson	4/18/2025	11287085	Prof. Svcs Land Use Matters.	$2,880.00	**$128.00**	**$2,560.00**	$192.00
Gray Robinson	4/18/2025	11287099	Kissimmee Pk Road Utility Agree	$15,380.00	**$15,380.00**	**$0.00**	$0.00
Gray Robinson	5/13/2025	11292855	Kissimmee Pk Road Utility Agree	$7,936.00	**$7,936.00**	**$0.00**	$0.00
Gray Robinson	6/13/2025	11299332	Kissimmee Pk Road Utility Agree	$7,808.00	**$7,808.00**	**$0.00**	$0.00
Gray Robinson	7/7/2025	11303078	Kissimmee Pk Road Utility Agree	$11,840.00	**$11,840.00**	**$0.00**	$0.00
Gray Robinson	8/4/2025	11310427	Kissimmee Pk Road Utility Agree	$11,072.00	**$11,072.00**	**$0.00**	$0.00
Gray Robinson	9/10/2025	11317451	Kissimmee Pk Road Utility Agree	$1,216.00	**$1,216.00**	**$0.00**	$0.00
Kutak Rock, LLP	10/1/2025		Utility Agreement	$5,070.50	**$873.50**	**$4,197.00**	$0.00
TOTALS:				**$773,961.51**	**$214,025.52**	**$517,189.38**	**$43,747.34**

CORPORATE DECLARATION AND AGREEMENT
[WORK PRODUCT]

I, CRAIG PERRY, as MANAGER of Whaley Farms, LLC, a Florida limited liability company ("**Developer**"), do hereby state as follows:

1. Developer is the developer of certain lands within the Bella Tara Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").

2. The *Master Engineer's Report* dated June 27, 2023 ("**Master Engineer's Report**"), as supplemented by a report entitled *First Supplemental Engineer's Report 2025 Project (Master Infrastructure Project and Assessment Area One Project)* dated April 2025 (collectively, **Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.

3. Developer has expended funds to develop and/or acquire certain of the public infrastructure work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain work product that has been completed to date and states the amounts that Developer has spent on that work product. Developer hereby represents that no amounts are owed to contractors and no liens are on the property and related to the installation and/or creation of the work product.

4. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 4TH day of DECEMBER, 2025.

WHALEY FARMS, LLC

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 4 day of December, 2025, by Craig Perry as Manager of Whaley Farms, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Notary Public State of Florida
Katherine Asencio Gomez
My Commission
HH 280738
Exp. 6/26/2026

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

Exhibit A – Description of Work Product

EXHIBIT A
Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Hanson Walter & Associates, Inc	5/24/2024	5290905	Engineering Fees	$34,410.00	**$13,136.67**	**$21,273.33**	$0.00
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Hanson Walter & Associates, Inc	8/22/2024	5291783	Engineering Fees	$31,335.00	**$8,478.33**	**$22,856.67**	$0.00
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Hanson Walter & Associates, Inc	11/27/2025	5292576	Engineering Fees	$9,000.00	**$1,000.00**	**$8,000.00**	$0.00
Hanson Walter & Associates, Inc	12/11/2024	5292717	Engineering Fees	$1,265.00	**$421.67**	**$843.33**	$0.00
Hanson Walter & Associates, Inc	3/11/2025	5293360	Engineering Fees	$9,330.00	**$2,676.67**	**$6,653.33**	$0.00
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Hanson Walter & Associates, Inc	10/29/2025	5295030	Engineering Fees	$1,660.79	**$47.56**	**$1,613.23**	$0.00
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Osceola County	10/01/2025		NOC	$99.25	**$0.00**	**$99.25**	$0.00
Smith, Currie & Hancock	7/31/2025	413817	Legal Fees	$585.00	**$0.00**	**$585.00**	$0.00
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Water Resource Associates, LLC	9/13/2024	24-2514.2	Engineering Fees	$11,250.00	**$0.00**	**$11,250.00**	$0.00
Water Resource Associates, LLC	1/22/2025	25-2514.1	Engineering Fees	$2,781.25	**$0.00**	**$2,781.25**	$0.00
Water Resource Associates, LLC	3/14/2025	25-2514.2	Engineering Fees	$6,523.34	**$0.00**	**$6,523.34**	$0.00
Water Resource Associates, LLC	6/3/2025	25-2514.3	Engineering Fees	$1,065.25	**$0.00**	**$1,065.25**	$0.00

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Water Resource Associates, LLC	7/25/2025	25-2514.5	Engineering Fees	$1,410.00	**$0.00**	**$1,410.00**	$0.00
Water Resource Associates, LLC	08/22/25	25-2514.6	Engineering Fees	$12,518.75	**$0.00**	**$12,518.75**	$0.00
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Gray Robinson	6/10/2024	11221591	Legal Fees -Land Use Matters	$15,627.72	**$1,540.00**	**$12,045.00**	$2,042.72
Gray Robinson	7/10/2024	11229183	Prof. Svcs Land Use Matters.	$10,740.89	**$0.00**	**$4,840.00**	$5,900.89
Gray Robinson	8/3/2024	11233960	Prof. Svcs Land Use Matters.	$3,491.00	**$825.00**	**$1,265.00**	$1,401.00
Gray Robinson	9/18/2024	11243815	Prof. Svcs Land Use Matters .	$2,944.00	**$2,432.00**	**$320.00**	$192.00
Gray Robinson	9/18/2024	11243826	Kissimmee Pk Road Utility Agree	$6,976.00	**$6,976.00**	**$0.00**	$0.00
Gray Robinson	10/15/2024	11249028	Prof. Svcs. Land Use Matters.	$3,776.00	**$2,944.00**	**$832.00**	$0.00
Gray Robinson	10/15/2024	11249044	Kissimmee Pk Road Utility Agree	$9,408.00	**$9,408.00**	**$0.00**	$0.00
Gray Robinson	11/7/2024	11253045	Prof. Svcs Land Use Matters.	$6,730.00	**$3,520.00**	**$512.00**	$2,698.00
Gray Robinson	12/11/2024	11259460	Prof. Svcs Land Use Matters.	$2,880.00	**$576.00**	**$1,088.00**	$1,216.00
Gray Robinson	1/17/2025	11267393	Prof. Svcs Land Use Matters.	$7,326.00	**$2,752.00**	**$3,230.00**	$1,344.00
Gray Robinson	2/24/2025	11274603	Prof. Svcs Land Use Matters.	$13,696.00	**$640.00**	**$5,952.00**	$7,104.00
Gray Robinson	3/17/2025	11279209	Prof. Svcs Land Use Matters.	$17,249.00	**$1,472.00**	**$4,416.00**	$11,361.00
Gray Robinson	4/18/2025	11287085	Prof. Svcs Land Use Matters.	$2,880.00	**$128.00**	**$2,560.00**	$192.00
Gray Robinson	4/18/2025	11287099	Kissimmee Pk Road Utility Agree	$15,380.00	**$15,380.00**	**$0.00**	$0.00
Gray Robinson	5/13/2025	11292855	Kissimmee Pk Road Utility Agree	$7,936.00	**$7,936.00**	**$0.00**	$0.00
Gray Robinson	6/13/2025	11299332	Kissimmee Pk Road Utility Agree	$7,808.00	**$7,808.00**	**$0.00**	$0.00
Gray Robinson	7/7/2025	11303078	Kissimmee Pk Road Utility Agree	$11,840.00	**$11,840.00**	**$0.00**	$0.00
Gray Robinson	8/4/2025	11310427	Kissimmee Pk Road Utility Agree	$11,072.00	**$11,072.00**	**$0.00**	$0.00
Gray Robinson	9/10/2025	11317451	Kissimmee Pk Road Utility Agree	$1,216.00	**$1,216.00**	**$0.00**	$0.00
Kutak Rock, LLP	10/1/2025		Utility Agreement	$5,070.50	**$873.50**	**$4,197.00**	$0.00
TOTALS:				**$773,961.51**	**$214,025.52**	**$517,189.38**	**$43,747.34**

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 29th day of September, 2025, by **Hanson Walter & Associates, Inc.,** having a mailing 8 Broadway, Suite 104, Kissimmee, Florida 34741 ("**Professional**"), in favor of the **Bella Tara Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices at Governmental Management Services, 219 E. Livingston Street, Orlando, Florida 32801.

RECITALS

WHEREAS, pursuant to an agreement(s) for professional services between Professional and Whaley Farms, LLC, a Florida limited liability company ("**Developer**"), Professional has created certain work products, as described in **Exhibit A** ("**Work Product**"); and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

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

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is or has acquired the Work Product constructed by Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

[CONTINUED ON FOLLOWING PAGE]

4. **EFFECTIVE DATE.** This Release shall take effect upon execution.

HANSON WALTER & ASSOCIATES, INC.

By: SHAWN HINDLE
Its: PRESIDENT

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29th day of September, 2025, by Shawn Hindle as President of Hanson Walter Associates, Inc. and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

MELISSA A. WILKEN
MY COMMISSION # HH 348242
EXPIRES: May 3, 2027

(NOTARY SEAL)

Melissa A. Wilken
NOTARY PUBLIC, STATE OF Florida

Name: Melissa A. Wilken
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Amount	CDD Eligible Costs
Hanson Walter & Associates, Inc	5/24/2024	5290905	Engineering Fees	$34,410.00	$34,410.00
Hanson Walter & Associates, Inc	7/9/2024	5291330	Engineering Fees	$39,025.00	$39,025.00
Hanson Walter & Associates, Inc	7/23/2024	5291515	Engineering Fees	$80,215.00	$80,215.00
Hanson Walter & Associates, Inc	8/22/2024	5291783	Engineering Fees	$31,335.00	$31,335.00
Hanson Walter & Associates, Inc	9/5/2024	5291860	Engineering Fees	$25,590.00	$25,590.00
Hanson Walter & Associates, Inc	10/30/2024	5292297	Engineering Fees	$21,001.00	$21,001.00
Hanson Walter & Associates, Inc	11/27/2025	5292576	Engineering Fees	$9,000.00	$9,000.00
Hanson Walter & Associates, Inc	12/11/2025	5292717	Engineering Fees	$1,265.00	$1,265.00
Hanson Walter & Associates, Inc	3/11/2025	5293360	Engineering Fees	$9,330.00	$9,330.00
Hanson Walter & Associates, Inc	3/27/2025	5293549	Engineering Fees	$9,501.10	$9,501.10
Hanson Walter & Associates, Inc	5/14/2025	5293884	Engineering Fees	$97,447.19	$97,447.19
Hanson Walter & Associates, Inc	7/14/2025	5294337	Engineering Fees	$38,250.60	$38,250.60
Hanson Walter & Associates, Inc	7/29/2025	5294473	Engineering Fees	$15,001.20	$15,001.20
Totals				**$411,371.09**	**$411,371.09**

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 25 day of September, 2025, by **Water Resource Associates, LLC,** having a mailing address 12363 Hampton Park Boulevard, Tampa, Florida 33624 ("**Professional**"), in favor of the **Bella Tara Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices at Governmental Management Services, 219 E. Livingston Street, Orlando, Florida 32801.

RECITALS

WHEREAS, pursuant to an agreement(s) for professional services between Professional and Whaley Farms, LLC, a Florida limited liability company ("**Developer**"), Professional has created certain work products, as described in **Exhibit A** ("**Work Product**"); and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

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

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is or has acquired the Work Product constructed by Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

[CONTINUED ON FOLLOWING PAGE]

4. **EFFECTIVE DATE.** This Release shall take effect upon execution.

WATER RESOURCE ASSOCIATES, LLC

Angela Padovani
By: Angela Padovani
Its: Office Manager

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 September, 2025, by Angela Padovani as Office Manager of Water Resource Assoc, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

RITA H. GARRISON
MY COMMISSION # HH 184216
EXPIRES: November 16, 2025
Bonded Thru Notary Public Underwriters

(NOTARY SEAL)

Rita H. Garrison
NOTARY PUBLIC, STATE OF Florida

Name: Rita H. Garrison
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Amount	CDD Eligible Costs
Water Resource Associates, LLC	7/9/2024	24-2514.1	Engineering Fees	$793.75	$793.75
Water Resource Associates, LLC	9/13/2024	24-2514.2	Engineering Fees	$11,250.00	$11,250.00
Water Resource Associates, LLC	1/22/2025	25-2514.1	Engineering Fees	$2,781.25	$2,781.25
Water Resource Associates, LLC	3/14/2025	25-2514.2	Engineering Fees	$6,523.34	$6,523.34
Water Resource Associates, LLC	6/3/2025	25-2514.3	Engineering Fees	$1,065.25	$1,065.25
Water Resource Associates, LLC	6/10/2025	25-2514.4	Engineering Fees	$2,959.50	$2,959.50
Water Resource Associates, LLC	7/25/2025	25-2514.5	Engineering Fees	$1,410.00	$1,410.00
Totals				**$26,783.09**	**$26,783.09**

BILL OF SALE AND LIMITED ASSIGNMENT
[WORK PRODUCT]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 4TH day of DECEMBER, 2025, by and between **WHALEY FARMS, LLC,** a Florida limited liability company, with an address of 2 Post Road West, Westport, CT 06880 ("**Grantor**"), and for good and valuable consideration, to it paid by the **BELLA TARA COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Governmental Management Services, 219 E. Livingston Street, Orlando, Florida 32801.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the property (together, "**Property**") described below to have and to hold for Grantee's own use and benefit forever:

   a) All work product described in **Exhibit A,** and
   b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

By: Brandy Hermosillo
Name: Brandy Hermosillo

By: Bonnie Brennan
Name: Bonnie Brennan

WHALEY FARMS, LLC

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 4 day of December, 2025, by Craig Perry as manager of Whaley Farms, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF Florida

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

(NOTARY SEAL)

Notary Public State of Florida
Katherine Asencio Gomez
My Commission
HH 280738
Exp. 6/26/2026

EXHIBIT A
Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Hanson Walter & Associates, Inc	5/24/2024	5290905	Engineering Fees	$34,410.00	**$13,136.67**	**$21,273.33**	$0.00
Hanson Walter & Associates, Inc	7/9/2024	5291330	Engineering Fees	$39,025.00	**$23,008.33**	**$16,016.67**	$1,000.00
Hanson Walter & Associates, Inc	7/23/2024	5291515	Engineering Fees	$80,215.00	**$10,205.00**	**$70,010.00**	$0.00
Hanson Walter & Associates, Inc	8/22/2024	5291783	Engineering Fees	$31,335.00	**$8,478.33**	**$22,856.67**	$0.00
Hanson Walter & Associates, Inc	9/5/2024	5291860	Engineering Fees	$25,590.00	**$8,463.33**	**$17,126.67**	$0.00
Hanson Walter & Associates, Inc	10/30/2024	5292297	Engineering Fees	$21,001.00	**$2,333.67**	**$18,667.33**	$0.00
Hanson Walter & Associates, Inc	11/27/2025	5292576	Engineering Fees	$9,000.00	**$1,000.00**	**$8,000.00**	$0.00
Hanson Walter & Associates, Inc	12/11/2024	5292717	Engineering Fees	$1,265.00	**$421.67**	**$843.33**	$0.00
Hanson Walter & Associates, Inc	3/11/2025	5293360	Engineering Fees	$9,330.00	**$2,676.67**	**$6,653.33**	$0.00
Hanson Walter & Associates, Inc	3/27/2025	5293549	Engineering Fees	$9,501.10	**$3,367.04**	**$6,134.06**	$0.73
Hanson Walter & Associates, Inc	5/14/2025	5293884	Engineering Fees	$97,447.19	**$24,273.65**	**$73,173.54**	$0.00
Hanson Walter & Associates, Inc	7/14/2025	5294337	Engineering Fees	$38,250.60	**$12,900.20**	**$25,350.40**	$0.00
Hanson Walter & Associates, Inc	7/29/2025	5294473	Engineering Fees	$15,001.20	**$5,367.07**	**$9,634.13**	$0.00
Hanson Walter & Associates, Inc	8/27/2025	5294658	Engineering Fees	$9,332.80	**$2,577.60**	**$6,755.20**	$0.00
Hanson Walter & Associates, Inc	9/30/2025	5294835	Engineering Fees	$19,450.70	**$6,100.23**	**$13,350.47**	$0.00
Hanson Walter & Associates, Inc	10/29/2025	5295030	Engineering Fees	$1,660.79	**$47.56**	**$1,613.23**	$0.00
Hanson Walter & Associates, Inc	8/27/2025	5294663	Engineering Fees	$1,518.13	**$0.00**	**$1,518.13**	$0.00
J&L Triple B Ranch, LLLP	10/15/2025	100311	Gopher Tortoise	$10,000.00	**$0.00**	**$10,000.00**	$0.00
Florida Wildlife Commission	9/15/2025	25204198	Gopher Tortoise	$275.00	**$0.00**	**$275.00**	$0.00
South Florida Water Management District	1/7/2025	163048	ERP Review	$7,500.00	**$0.00**	**$7,500.00**	$0.00
Mitigation Marketing	7/10/2025		UMAM Credits	$75,500.00	**$0.00**	**$75,500.00**	$0.00
Osceola County	10/01/2025		NOC	$99.25	**$0.00**	**$99.25**	$0.00
Smith, Currie & Hancock	7/31/2025	413817	Legal Fees	$585.00	**$0.00**	**$585.00**	$0.00
Smith, Currie & Hancock	8/31/2025	414878	Legal Fees	$8,307.00	**$0.00**	**$8,307.00**	$0.00
Water Resource Associates, LLC	7/9/2024	24-2514.1	Engineering Fees	$793.75	**$0.00**	**$793.75**	$0.00
Water Resource Associates, LLC	9/13/2024	24-2514.2	Engineering Fees	$11,250.00	**$0.00**	**$11,250.00**	$0.00
Water Resource Associates, LLC	1/22/2025	25-2514.1	Engineering Fees	$2,781.25	**$0.00**	**$2,781.25**	$0.00
Water Resource Associates, LLC	3/14/2025	25-2514.2	Engineering Fees	$6,523.34	**$0.00**	**$6,523.34**	$0.00
Water Resource Associates, LLC	6/3/2025	25-2514.3	Engineering Fees	$1,065.25	**$0.00**	**$1,065.25**	$0.00

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Water Resource Associates, LLC	6/10/2025	25-2514.4	Engineering Fees	$2,959.50	**$0.00**	**$2,959.50**	$0.00
Water Resource Associates, LLC	7/25/2025	25-2514.5	Engineering Fees	$1,410.00	**$0.00**	**$1,410.00**	$0.00
Water Resource Associates, LLC	08/22/25	25-2514.6	Engineering Fees	$12,518.75	**$0.00**	**$12,518.75**	$0.00
Water Resource Associates, LLC	10/15/2025	25-2514.7	Engineering Fees	$6,642.80	**$0.00**	**$6,642.80**	$0.00
Gray Robinson	4/11/2024	11210190	Legal Fees - Land Use Matters	$6,710.00	**$330.00**	**$330.00**	$6,050.00
Gray Robinson	5/17/2024	11218138	Legal Fees-Land Use Matters	$11,660.00	**$0.00**	**$8,415.00**	$3,245.00
Gray Robinson	6/10/2024	11221591	Legal Fees -Land Use Matters	$15,627.72	**$1,540.00**	**$12,045.00**	$2,042.72
Gray Robinson	7/10/2024	11229183	Prof. Svcs Land Use Matters.	$10,740.89	**$0.00**	**$4,840.00**	$5,900.89
Gray Robinson	8/3/2024	11233960	Prof. Svcs Land Use Matters.	$3,491.00	**$825.00**	**$1,265.00**	$1,401.00
Gray Robinson	9/18/2024	11243815	Prof. Svcs Land Use Matters .	$2,944.00	**$2,432.00**	**$320.00**	$192.00
Gray Robinson	9/18/2024	11243826	Kissimmee Pk Road Utility Agree	$6,976.00	**$6,976.00**	**$0.00**	$0.00
Gray Robinson	10/15/2024	11249028	Prof. Svcs. Land Use Matters.	$3,776.00	**$2,944.00**	**$832.00**	$0.00
Gray Robinson	10/15/2024	11249044	Kissimmee Pk Road Utility Agree	$9,408.00	**$9,408.00**	**$0.00**	$0.00
Gray Robinson	11/7/2024	11253045	Prof. Svcs Land Use Matters.	$6,730.00	**$3,520.00**	**$512.00**	$2,698.00
Gray Robinson	12/11/2024	11259460	Prof. Svcs Land Use Matters.	$2,880.00	**$576.00**	**$1,088.00**	$1,216.00
Gray Robinson	1/17/2025	11267393	Prof. Svcs Land Use Matters.	$7,326.00	**$2,752.00**	**$3,230.00**	$1,344.00
Gray Robinson	2/24/2025	11274603	Prof. Svcs Land Use Matters.	$13,696.00	**$640.00**	**$5,952.00**	$7,104.00
Gray Robinson	3/17/2025	11279209	Prof. Svcs Land Use Matters.	$17,249.00	**$1,472.00**	**$4,416.00**	$11,361.00
Gray Robinson	4/18/2025	11287085	Prof. Svcs Land Use Matters.	$2,880.00	**$128.00**	**$2,560.00**	$192.00
Gray Robinson	4/18/2025	11287099	Kissimmee Pk Road Utility Agree	$15,380.00	**$15,380.00**	**$0.00**	$0.00
Gray Robinson	5/13/2025	11292855	Kissimmee Pk Road Utility Agree	$7,936.00	**$7,936.00**	**$0.00**	$0.00
Gray Robinson	6/13/2025	11299332	Kissimmee Pk Road Utility Agree	$7,808.00	**$7,808.00**	**$0.00**	$0.00
Gray Robinson	7/7/2025	11303078	Kissimmee Pk Road Utility Agree	$11,840.00	**$11,840.00**	**$0.00**	$0.00
Gray Robinson	8/4/2025	11310427	Kissimmee Pk Road Utility Agree	$11,072.00	**$11,072.00**	**$0.00**	$0.00
Gray Robinson	9/10/2025	11317451	Kissimmee Pk Road Utility Agree	$1,216.00	**$1,216.00**	**$0.00**	$0.00
Kutak Rock, LLP	10/1/2025		Utility Agreement	$5,070.50	**$873.50**	**$4,197.00**	$0.00
TOTALS:				**$773,961.51**	**$214,025.52**	**$517,189.38**	**$43,747.34**

SECTION B

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 29th day of September, 2025, by **Hanson Walter & Associates, Inc.,** having a mailing 8 Broadway, Suite 104, Kissimmee, Florida 34741 ("**Professional**"), in favor of the **Bella Tara Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices at Governmental Management Services, 219 E. Livingston Street, Orlando, Florida 32801.

RECITALS

WHEREAS, pursuant to an agreement(s) for professional services between Professional and Whaley Farms, LLC, a Florida limited liability company ("**Developer**"), Professional has created certain work products, as described in **Exhibit A** ("**Work Product**"); and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

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

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is or has acquired the Work Product constructed by Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

[CONTINUED ON FOLLOWING PAGE]

4. **EFFECTIVE DATE.** This Release shall take effect upon execution.

HANSON WALTER & ASSOCIATES, INC.

By: SHAWN HINDLE
Its: PRESIDENT

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29th day of September, 2025, by Shawn Hindle as President of Hanson Walter Associates, Inc. and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

MELISSA A. WILKEN
MY COMMISSION # HH 348242
EXPIRES: May 3, 2027

(NOTARY SEAL)

Melissa A. Wilken
NOTARY PUBLIC, STATE OF Florida

Name: Melissa A. Wilken
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Amount	CDD Eligible Costs
Hanson Walter & Associates, Inc	5/24/2024	5290905	Engineering Fees	$34,410.00	$34,410.00
Hanson Walter & Associates, Inc	7/9/2024	5291330	Engineering Fees	$39,025.00	$39,025.00
Hanson Walter & Associates, Inc	7/23/2024	5291515	Engineering Fees	$80,215.00	$80,215.00
Hanson Walter & Associates, Inc	8/22/2024	5291783	Engineering Fees	$31,335.00	$31,335.00
Hanson Walter & Associates, Inc	9/5/2024	5291860	Engineering Fees	$25,590.00	$25,590.00
Hanson Walter & Associates, Inc	10/30/2024	5292297	Engineering Fees	$21,001.00	$21,001.00
Hanson Walter & Associates, Inc	11/27/2025	5292576	Engineering Fees	$9,000.00	$9,000.00
Hanson Walter & Associates, Inc	12/11/2025	5292717	Engineering Fees	$1,265.00	$1,265.00
Hanson Walter & Associates, Inc	3/11/2025	5293360	Engineering Fees	$9,330.00	$9,330.00
Hanson Walter & Associates, Inc	3/27/2025	5293549	Engineering Fees	$9,501.10	$9,501.10
Hanson Walter & Associates, Inc	5/14/2025	5293884	Engineering Fees	$97,447.19	$97,447.19
Hanson Walter & Associates, Inc	7/14/2025	5294337	Engineering Fees	$38,250.60	$38,250.60
Hanson Walter & Associates, Inc	7/29/2025	5294473	Engineering Fees	$15,001.20	$15,001.20
Totals				**$411,371.09**	**$411,371.09**

AGREEMENT FOR SERVICES

This "**Agreement**" is by and between: ***Bella Tara Community Development District*** ("**District**") and ***Hanson, Walter & Associates, Inc.*** dated September 17, 2025 ("**Contractor**"):

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement.

2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "**Services**" outlined in **Exhibit A.** Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

3. **COMPENSATION.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

4. **STANDARD OF CARE; INDEMNIFICATION.** 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. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.

5. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B.** The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

6. **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.

7. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, 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.

8. **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*.

9. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

10. **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.

11. **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.

12. **OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire, upon Engineer's receipt of payment for services performed. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such

Work Product whether complete or not, provided Engineer has received payment for services performed. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. Notwithstanding the foregoing, Engineer shall retain its rights in its standard drawings details, designs, specifications, databases, computer software and any other proprietary property. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

13. **INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

14. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this document controls.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

BELLA TARA CDD

By: Craig Perry
Its: Vice Chairman

HANSON, WALTER & ASSOCIATES INC.

By: SHAWN HINDLE
Its: PRESIDENT

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

Exhibit A: Proposal

HANSON, WALTER & ASSOCIATES, INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

LETTER OF AGREEMENT

September 17, 2025

Bella Tara Community Development District
~~15481 SW 12th Street, Suite 309~~
~~Sunrise, FL 33326~~
219 E. LIVINGSTON STREET
ORLANDO, FL 32801

Attn: Craig Perry, Vice Chairman
CPerry@centerlineca.com
Copy To 1500 CORDOVA ROAD, SUITE 203
FT. LAUDERDALE, FL 33316

Re: **Construction Engineering and Inspection Services**
Kissimmee Park Road / Osceola County
From Lake Tohopekaliga Road to Cross Prairie Parkway
HWA Job #5435-08

Hanson, Walter & Associates, Inc. is pleased to provide you with the attached scope for CEI services and associated fee for the Kissimmee Park Road Project, with limits from Lake Tohopekaliga Road to Cross Prairie Parkway.

The proposed fee of $453,751.00 is based on the estimated 420-day project duration, and work efforts as outlined in the scope of services. All work will be billed at the negotiated rates provided.

Thank you for the opportunity. We look forward to collaborating with you and the rest of your team.

If you have any questions, or need any additional information, please do not hesitate to give me a call at (407) 847-9433.

Sincerely,

Shawn D. Hindle, P.E.
President

Attachments: Exhibit "A" Scope of Services
Exhibit "B" HWA's FDOT Prequalification
Attachment "A" (CEI Cost Estimate)
Attachment "B" (Exhibit "L")

Exhibit A

SCOPE OF SERVICES

CLIENT. Bella Tara Community Development District

PROJECT: **Construction Engineering and Inspection Services for Kissimmee Park Road from Lake Tohopekaliga Road to Cross Prairie Parkway**

CONSULTANT: Hanson, Walter & Associates, Inc.
8 Broadway Avenue, Suite 104
Kissimmee, FL 34741

GENERAL

Hanson, Walter & Associates, Inc (**HWA**) and will be working with Bella Tara Community Development District (**BTCDD**) to provide Construction Engineering and Inspection Services for the widening and reconstruction of the existing two lane rural typical section roadway to a four lane divided urban typical section on Kissimmee Park Road from Lake Tohopekaliga Road to Cross Prairie Parkway to include extension of Kissimmee Park Road and new construction of a four lane divided typical section from the North South portion of Kissimmee Park Road to Cross Prairie Parkway.

HWA will provide onsite construction inspection services to verify the quality and quantity of work, but will not override the contractor's means, methods, techniques, sequences, or procedures of the construction selected by the contractor(s) or the safety precautions and programs incidental to the work of the contractor(s). HWA's efforts will also be directed toward assisting in the interpretation of the prepared drawings and specifications, shop drawing review, assistance in the resolution of field problems or questions, and determining whether the completed project will conform to the contract documents.

INSPECTION REQUIREMENTS

- Exercise independent and professional judgement in performing obligations and responsibilities under the Agreement.
- Attend preconstruction meeting and review minutes.
- Acknowledge project engineer's submittal approvals and comment on any concerns.
- Acknowledge project engineer's RFI responses, and comment on any concerns.
- Review and comment on engineer's review of change order proposals.
- Complete site visits to perform inspections of work, including quality of work, and compliance with permitted drawings and all permit requirements.

- Conduct additional site visits as needed to observe/report on special installations.
- Provide written report of each site visit, via email attachment, to the Project Manager, no later than the morning following the site visit.
- Provide a form, to be approved by the Project Manager, to be used for site visit reports. Form shall include date, time of visit, weather conditions, contractor and sub personnel on site, work in progress, materials on site, equipment on site, progress since last visit, date of last visit, concerns/recommendations.
- Attach photos of key observations with site visit reports. Minimum of 4 photos, if little work has been accomplished since last visit; and up to 8 photos if substantial activity has occurred. Photos shall be of appropriate resolution to provide ease of transmitting by email, and clear depiction of detail.
- When a deficiency is noted on the report, CEI consultant shall reference specific code section, specification, and/or drawing detail corresponding to the deficiency.
- Attend monthly construction progress meetings conducted by the engineer.
- Review and confirm that contractor pay requests align with work accomplished.
- Monitor contractor's in progress as-built (redline) drawings updates throughout construction.
- Monitor contractor's compliance with approved schedule and make recommendations to the Project Manager as appropriate.
- Review any claims and disputes and recommend action.
- Attend Substantial Completion walk through, and review/comment on engineer's punch list.
- Attend Final Completion walk through and confirm acceptance of punch list items completion.
- Provide Letter of Compliance at project closeout.

NPDES Inspections – For the duration of the project, HWA's field inspector will visit the site at least once per week and after any rain event in excess of ½ inch of rainfall, inspect all erosion/sedimentation control measures, direct the contractor to repair or replace damaged erosion/sedimentation controls and verify that the required work is done in accordance with the NPDES/permit requirements.

Authority – BTCDDs gives HWA the authority to require the contractor to correct all work not in compliance with the approved plans and/or contractual agreements. If the contractor refuses or fails to take the required corrective action, HWA shall immediately notify the Project Manager. Material deviations from the contract will need to be authorized by the Owner.

HWA HANSON, WALTER & ASSOCIATES, INC.
PROFESSIONAL ENGINEERING, SURVEYING & PLANNING
8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Testing – HWA's qualified field representatives will coordinate all material and workmanship testing with Tierra for verification of concrete plastic and compressive strength, compaction and density testing and verifying that all required Contractor's Quality Control testing is performed in accordance with the project's requirements/specifications for locations and frequency. The construction contractor is expected to provide his own quality assurance testing and will be independent of the services provided herein.

All inspection and testing requirements shall apply at all times while construction operations are being performed including weekends and holidays.

Inspector Logs – HWA and its subconsultants' onsite inspector shall maintain an inspection log throughout the duration of construction. This log shall include but not be limited to the following:

- Location and description of construction operations taking place at time of site visit.
- Specific information regarding inspection/acceptance of project materials
- Information on construction problems and directions given to the contractor to resolve the problems.
- Summaries of contractor's personnel and equipment

On days where there is no construction or no construction requiring inspection, the daily log should note either that there was no activity or list the operations that were taking place (per the contractor) and state "No inspection required." A copy of all documents will be provided to BTCDD.

Shop drawings – Upon receipt of any shop drawings from the contractor, HWA shall review and coordinate with the Engineer of Record in the shop drawing review process. HWA will coordinate the review and strive to return shop drawings within the allowable timeframe or less to the contractor. Final approved shop drawings shall be submitted to the EOR and provided to the contractor project manager for procurement of the materials.

As-builts – HWA shall review as-builts drawings. Drawings that do not meet the requirements outlined in the Contract Documents will be returned to the Contractor for correction. Final as-built drawings shall be submitted to the Project Manager for concurrence and acceptance. The EOR shall submit final as-built and record drawings to the regulatory authorities.

Contractor Pay Requests and Change Orders – HWA's Field Senior Inspector and Senior Project Engineer will assist the Project Manager as-needed with evaluating the contractor's pay request. HWA will assist the Project Manager as necessary in processing the pay request and processing of any Contractor change order requests on the project.

Substantial Completion – Following the Substantial Completion inspection, a copy of the punch list of items to be completed along with a list of the persons attending the inspection shall be e-mailed to the attendees.

Final Documentation – Prior to the acceptance of the project, HWA will turn over the following documents:

- Original Inspector's Logs
- All approved shop drawings
- Any other documents and pictures compiled by the inspection staff related to the project.

Schedule

HWA will provide, as needed, the above-described services during construction, and closeout of the project. The CEI scope is anticipated to have a 420-day project duration, with CEI services starting with preconstruction activities and completing with post construction closeout.

Should the construction time exceed the estimated duration, and additional compensation is required above the proposed fee in order to continue provision of services, HWA will receive written authorization for compensation prior to providing any additional services.

Method of Compensation

Payment will be made in accordance with the original contract. No changes will be made to the original contract and terms of payment unless mutually agreed to by BTCDD and HWA. Details concerning estimated work effort is shown in Attachment A.

POSITION	Staff Hours	Contract Rate	Budget
Senior Project Engineer	425	$265.00	$112,625.00
Senior Inspector	1142	$120.00	$137,040.00
CSS/Admin Asst.	425	$96.00	$40,800.00
		SUB-TOTAL	**$290,465.00**

Materials Lab Testing Contingency		LS	$163,286.00

TOTAL $ 453,751.00

HWA HANSON, WALTER & ASSOCIATES, INC.
PROFESSIONAL ENGINEERING, SURVEYING & PLANNING
8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Exclusions from Scope of Service

The Contractor shall be responsible for his Quality Control Inspection efforts required by the construction contract. HWA will not be responsible for offsite testing and inspection at fabrication facilities for steel products, casting yards for precast and prestressed concrete structures and all other similar locations which require inspection and testing.

Method of Compensation

Included is the estimated fee for completion of these CEI services as shown below. Contract rate will be based on the negotiated rates for each position, Changes to the rates will not be permitted unless a formal amendment is granted by BTCDD.

Additional Services

Additional services may be added to this contract during the course of work based on negotiated fees. BTCDD and HWA shall jointly determine these respective fees. No work shall be undertaken on any additional service tasks without the written authorization.

Supplemental Documents

Attachment B is also attached. In the event there is a conflict in HWA's scope of services, Attachment B will be the governing document concerning scope of services. The CEI services for this project will need to comply with Osceola County's requirements stated in Exhibit L.

Attachment A

Construction Engineering and Inspection Staff Hours and Cost Estimate

Kissimmee Park Road Construction Engineering & Inspection	Estimated Construction Duration																		
	2025					420 Days					2026								
POSITION	PRECON	30	60	90	120	150	180	210	240	270	300	330	360	390	420	TOTAL HOURS	CONTRACT RATES	TOTAL COST
Senior Project Engineer	16	21	21	21	33	33	33	33	33	33	33	33	33	33	16	425	$265.00	$112,625.00
Senior Inspector	18	33	33	54	99	99	99	99	99	99	99	99	99	99	16	1142	$120.00	$137,040.00
CSS / Admin Asst	18	21	21	21	33	33	33	33	33	33	33	33	33	33	16	425	$96.00	$40,800.00
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV			
																	TOTAL	$290,465.00

POSITION	Staff Hours	Contract Rate	Budget
Senior Project Engineer	425	$265.00	$112,625.00
Senior Inspector	1142	$120.00	$137,040.00
CSS / Admin Asst	425	$96.00	$40,800.00
		SUB-TOTAL	$290,465.00
Materials Lab Testing Contingency		15	$159,286.00
		TOTAL	$449,751.00

Exhibit "L"

Osceola County

Construction Engineering & Inspection

Services (CEI) to Support Developer Project

SCOPE OF SERVICES

The scope of services for this package includes, but is not limited to:

- Erosion and sediment control compliance - to be performed weekly.
- Maintenance of traffic inspections - to be performed weekly and prior to implementation of new traffic patterns.
- Earthwork inspection and testing, including excavation and embankment, roadway subgrades and roadway base - 2 to 3 times per week. Check density log records. Perform subgrade and base depth checks, line and grade inspections prior to placement of pavements.
- Concrete structures inspection and testing - including culverts, bridges, and concrete flatwork - daily or as needed for concrete element pre-pour inspections and during concrete pour operations.
- Storm drainage inspection and testing - 2 to 3 times per week.
- Lighting installation - 2 to 3 times per week.
- Its installation - 2 to 3 times per week.
- Signal installation incl foundations and commercial inspections - daily during drill shaft installation and 2 to 3 times per week during other signal operations. Quality control audit of commercial facility during production of signal structures.
- Pavement inspection - 2 to 3 times per week during installation of concrete or asphalt pavement.
- _____(Add Items as needed).

The Services will begin on or about and will extend approximately _____ days after final completion of construction. The accumulated length of services for the Project is estimated to be _____days. The Consultant shall undertake the services outlined herein in general conformance with Florida Department of Transportation (FDOT) Guidelines. The Consultant shall provide direct communication lines with the Developer's Project Manager and the Jurisdiction's Construction Manager, to facilitate and expedite Project activities.

Consultant Services will include the following:

1. **Coordination with Developer/ Jurisdiction / Contractor**

1.1. Pre-construction Conference

Consultant shall attend a Pre-construction Conference attended by Contractor, Developer, the Jurisdiction's Construction Manager, the Engineer of Record, Relevant Utility Owners and others if desired as necessary. The purpose of the meeting will be to discuss procedures, scheduling, project coordination, maintenance of traffic, permitting and environmental issues, materials testing, etc. Responsibilities for each party at this meeting will be identified including insurance, permits, testing, inspection, etc.

1.2. Project Coordination and Administration

Consultant shall provide necessary Project coordination and administrative services to ensure a smooth progression of Project activities. Specific tasks include:

1.2.1 Coordination with Developer. Consultant shall coordinate with Developer all activities, correspondence, reports and other communications related to this Scope of Services to carry out its responsibilities to Developer. All consultant records are subject to monthly Developer review. Consultant shall provide a composite report at the end of the project. The Jurisdiction's Construction Manager shall be copied on all project correspondence sent to the Developer.

1.2.2 Meeting Attendance - The CEI project manager or his designated representative will attend the Pre-construction Conference, an average of one (1) Progress Meeting per week with the contractor, and bi-weekly consultation sessions with the Developer's Representative, The Jurisdiction's Construction Manager shall be invited to all Developer's meetings.

1.2.3 Outstanding Issues - Consultant will prepare special reports, as requested by the Developer, to provide analysis, evaluation, and recommendation on any outstanding issues as they relate to successful prosecution of work.

1.2.4 Requests for Interpretations- When Consultant desires interpretations of Project Documents, procedures, Contract requests for deviations, or suitability of climatic conditions to allow work to be performed, a Request for Interpretation will be issued in writing to the Developer.

1.2.5 Documentation of Deficiencies - Any materials failing to meet required tests or tolerances are to be so noted and highlighted in the documentation to be furnished by Consultant to the Developer, Retests and corrective actions taken for materials that initially failed will be so noted on the original from upon which it was reported. At the direction of the Developer, Consultant will photograph deficient or defective work of a significant nature or completed work that will be buried or covered by subsequent work.

1.2.6 Prepare and Disseminate Reports - Consultant will prepare a Daily Report and Monthly Report and attach thereto all materials test results and other material documentation as may occur during the reporting periods. The Monthly Report will summarize the Daily Reports, offer clarifications thereof, and be written and endorsed by the Professional Engineer Registered in the State of Florida who is in responsible charge of the work performed. All reports and documentation will be of a form, file system, and distribution as approved by the Developer by the end of business the following day. All monthly reports will be delivered to the Developer within seven (7) days of the end of the month.

1.2.7 Overall Coordination-Consultant will coordinate with Developer at a level required to maintain complete and accurate records, facilitate scheduling of tests and inspections, and document significant changes to the Project due to materials-related issues.

1.2.8 Responsiveness- Consultant will offer timely response on all requests, especially the performance of testing and immediate notice of failed test results. Minimal notice may be given to schedule field testing; however, the Developer shall endeavor to obtain a 24-hour notice from Contractor. The Construction Engineering Inspection and Laboratory Consultant will be flexible and coordinate its efforts as necessary and as directed by the Developer to meet the demands of the Project as responsively as possible.

1.2.9 Construction Materials Investigations, Special Studies & Projects - Consultant shall provide qualified personnel to perform Construction Materials Investigations, Special Studies and Projects in coordination with Developer which shall not cause any undue delays.

1.2.10 Project Documentation - Consultant will document their testing and inspection for the Project to be delivered upon acceptance of the project. This will include final review of the project final testing package.

2. Construction Materials Testing and Inspection

2.1. Project Personnel

Consultant shall provide sufficient certified personnel, equipment and supplies to perform the Services described herein. These Services may be provided directly by the Consultant, by an approved Sub- consultant, or by a combination of the two. In any case, all laboratory testing must be performed by a licensed materials testing laboratory. The Consultant shall be responsible for obtaining any and all proper licenses for equipment and personnel operating equipment when licenses are required.

2.2. Personnel Certifications

Consultant shall have personnel assigned to the Project who possess current CTQP certifications in FDOT construction procedures and other requirements as they apply to all construction elements of the Project for which the Consultant is providing services.

2.3. Equipment

Consultant shall maintain sufficient equipment, laboratory, and field apparatus, and supplies to perform all required inspections and materials sampling and testing. Consultant shall perform laboratory tests according to applicable specifications.

2.4. Project Documents

Consultant shall perform all Services in accordance with the provisions, parameters, and requirements as listed in the following documents, hereinafter referred to as the Project Documents:

2.4.1 Contract Documents for the Project, any and all Agreements, Contract Plans, FDOT Standard Plans, FDOT Standard Specifications, Special Provisions, FDOT Roadway and Traffic Design Standards, current edition; and Contractor submittals, including shop drawings, working drawings, catalogue cuts and certifications.

2.4.2 FDOT Manual of Florida Sampling and Testing Methods, Materials Office, current edition and FDOT Field Sampling and Testing Manual, Materials Office, current edition.

2.4.3 American Association of State Highway and Transportation Officials (AASHTO) "Standard Specifications for Transportation Materials and Methods of Sampling and Testing," current edition.

2.4.4 FDOT Structures Design guidelines, current edition.

2.4.5 Consultant shall be cognizant of and at all times in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for work in and around traffic. All costs of compliance will be considered incidental to other items of labor furnished.

2.5. Sample Testing and Reporting Guide

Consultant shall develop guides to detail the frequency of sampling and testing which shall be formatted similar to FDOT Materials Sampling, Testing, and Reporting Guide (STRG), current edition to provide certification of materials for compliance with the Project Documents. When materials are borderline, or there is reason to suspect noncompliance with contract requirements, sampling and testing frequencies should be increased.

2.5.1 Testing On-Site Construction Materials.

Materials Testing Consultant and Laboratory shall coordinate testing required by direction of the Developer. Consultant shall perform services necessary to test materials at the job site to evaluate conformity with the Project Documents.

2.5.2 Earthwork - The Consultant shall sample and test embankments, sub-grades, bedding, excavation and backfill associated with all storm water systems, all wet wipe utilities, and with the construction of the roadways at the established frequencies. The Consultant shall review records of density tests necessary throughout the course of the work.

2.5.3 Roadbed Materials - The Consultant shall conduct visual inspection and of all sub-grade or stabilized sub-base, and base materials. The Consultant will perform depth check measurements, line and grade checks prior to placement of pavement.

2.5.4 Bituminous Materials - The Consultant will review pre-pave materials submittal for conformance with the contract, attend all pre-pave meetings, and review project records for all pavement materials.

2.5.5 Concrete Inspection Services- The Consultant shall conduct sampling and perform testing of concrete placed at the job site, in accordance with the FDOT Material Sampling, Testing and Reporting Guide. The Materials Testing Consultant shall provide compressive strength testing of concrete cylinders molded as well as any other laboratory test required in accordance with FDOT Materials Sampling, Testing and Reporting Guide. Consultant shall provide all manpower, equipment, and materials to perform the inspection and testing of concrete according to applicable specifications.

The Consultant shall perform concrete plastic properties tests and compressive cylinders for all structural concrete elements at a rate of one per $50yd^3$ or each day's production.

- The Consultant shall provide a CTQP/ACI Concrete Field Inspector responsible for quality control during all concrete placements.
- The concrete inspector shall review the concrete delivery ticket and determine that all of the information provided is correct prior to the discharge of concrete. The bridge inspector shall periodically review the tickets to ensure that the QC process is being performed effectively. Concrete that fails to meet the specifications upon delivery to the project shall be rejected.

Post Placement of Concrete

- The concrete inspector shall verify that the curing methods of the concrete are in the correct manner and for the duration called for in the plans and specifications.
- After forms are removed, the concrete inspector shall inspect the product(s) for deficiencies including cracking, settlement, bug holes, spalls, et cetera. Thorough documentation of inspections of the product(s) will be performed periodically throughout the project including date, time, weather and the printed and signed name of the inspector in permanent field book.

- The Consultant shall monitor the anticipated date of the strength specimen breaks from the concrete inspector's laboratory on an appropriate concrete tracking log. Results from the laboratory shall be delivered within 24 hours upon completion of the testing (weekends excluded).

3. Quality Control Plan:

Within fifteen (15) days after issuance of the Notice to Proceed, the Consultant shall furnish a Quality Control (QC) Plan to the Developer. The Quality Control Plan shall detail the procedures, evaluation criteria, and instruction to the operation to ensure conformance with the Agreement. Significant changes to the work requirements may require the Consultant to revise the Quality Control Plan. It shall be the responsibility of the Consultant to keep the Quality Control Plan current with the work requirements. The Consultant's Quality Control Plan shall demonstrate how all inspections, sampling, testing, and reporting efforts are to be checked and back checked on a continual basis throughout the construction project.

3.1. Organization

- A description is required of the Consultant's Quality Control Organization and its functional relationship in performing the work under the Agreement. The authority, autonomy, and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.

3.2. Quality Control Reviews

- The Consultant shall detail methods used to monitor and assure compliance of the organization with the contract requirements for services and products.

3.3. Proposed Quality Assurance Records

- The types of records which will be generated and maintained by the Consultant during the execution of the Quality Control Program, shall be outlined.

3.4. Control of Sub-consultants

- The methods used by the Consultant to control the quality of services of the lower tiered Sub-consultants shall be detailed and complete. Sub-consultants are not required to be FDOT certified.

3.5. Quality Assurance Certification

- The responsible Engineer of the Consultants firm will be required to certify that all tests performed and reported have been prepared and checked in accordance with any applicable test methods, good engineering practices, and represent quality product.

3.6. Quality Assurance Records

- The Consultant shall maintain adequate records of the quality assurance actions performed by the organization (including lower tiered Sub-consultants), in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Developer upon request during the term of the Agreement, but at least monthly. All records shall be kept at the primary project office site. The Consultant shall prepare and submit all documentation, including, but not limited to Reports, Inspection Reports, Offsite Inspection Reports, etc. and submit to the Developer. All records are subject to audit review.

END PROJECT SCOPE OF SERVICE

SCHEDULE OF FEES
FOR
PROFESSIONAL SERVICES

CONSULTING SERVICES		$/HR.
A.	Principal	$ 330.00
B.	Project Manager	200.00
C.	Engineer	165.00
D.	Senior Planner	150.00
E.	CAD Design Technician	140.00
F.	CAD Technician	125.00
G.	Construction Inspector	150.00
H.	Accounting Services	90.00
I.	Project Coordinator/Scheduler	100.00
J.	Surveying Services	
	1. Survey Field Crew	175.00
	2. GPS Survey Crew	175.00
	3. Principal Land Surveyor	200.00
	4. Associate Land Surveyor	175.00
	5. Senior Technician (CAD / PSM)	140.00
	6. Computer Technician (CAD)	125.00
K.	Clerical Services	75.00
L.	Miscellaneous Expenses	
	1. Prints 24" x 36"/30" x 42" Blueprint or Xerox, ea.	2.00/3.00
	2. Paper Sepia (Vellum) 24" x 36"/30" x 42", ea.	10.00/15.00
	3. Sepia Mylar 24" x 36"/30" x 42", ea.	15.00/20.00
	4. Xerox Copies, ea. mass reproduction (8 ½"x 11")	.25
	5. Xerox Copies, ea. mass reproduction (8 ½" x 14")	.35
	6. Xerox Copies, ea. (11" x 17")	1.00
	7. Xerox Copies of Original Survey 8½" x 14"	5.00
	Plus each additional	1.00
	8. Travel, per mile, portal to portal	.40
	9. Printing, Graphics, Postage, etc.	Cost + 20%
	10. Long Distance Telephone Charges	Cost + 20%
	11. Out of Town Expenses (Overnight)	Cost + 30%
	12. Sub-Consultant Services, Laboratory, Testing, etc.	Cost + 15%
	13. Permit and Application Fee Advances	Cost + 10%
	14. Overnight Deliveries	Cost + 20%
	15. Courier Services	Cost + 20%

- For sworn testimony at depositions and hearings, etc., the above rates will be charged at 2.5 times.
- For services in court, the above rates will be charged at 2.5 times, with a minimum of an eight-hour day charged for each day of appearance.
- Overtime to accomplish a project by the client's required completion date will be charged at 1.5 times the above hourly rates, subsequent to client notification and approval.

Client/Owner Profile

Contact Information

Date:

Client Name: BELLA TARACA	**Property Owner:** WHALEY FARMS LLC
Address: 219 E LIVINGSTON STREET ORLANDO FL 32801	**Address:** 1500 CORDOVA ROAD SUITE 203
Phone: 407-841-5524	**Phone:** 954-441-7741
Additional Phone: —	**Additional Phone:** —
Fax: —	**Fax:** —
E-Mail: GFLINT@GMSCFL.COM	**E-Mail:** CPERRY@CENTERLINECA.COM

Billing Contact: GEORGE FLINT
Billing Address: 219 E LIVINGSTON STREET ORLANDO, FL 32801
Phone: 407-841-5524
Fax: —
E-Mail: GFLINT@GMSCFL.COM

Job Contact: ALEX LITTLE
Phone: —
Mobile Phone: 561-436-5058
E-Mail: ALITTLE@CENTERLINECA.COM

------HWA Administrative Use Only------

Job #
Project Name
Project Manager
Engineer

Distribution: 1) Accounting, 2) Project Coordinator, 3) Administrative Team

Letter of Authorization

Date 9-23-2023

RE:

To Whom It May Concern:

This letter does hereby authorize BELLA TIERRA CDD (Client) and Hanson, Walter & Associates, Inc. to act as representative for WHALEY FARMS, LLC (Owner) and with the respective reviewing/permitting agencies in an effort to receive all approvals necessary for the required permitting for the above referenced project located in Osceola County, Florida.

By execution of this document, the Owner does hereby allow Hanson, Walter & Associates, Inc. access to the site in order to fulfill the requirements of the contract.

If you have any questions, please contact me at 954-478-7741

Sincerely,

CRAIG PERRY VICE CHAIRMAN

STATE OF FLORIDA
COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me this 23 day of September,

2025, by Craig Perry (name of person making statement), who is personally known to me, or who

produced _____ as identification.

SEAL:

GEORGE S. FLINT
Notary Public
State of Florida
Comm# HH172812
Expires 10/16/2025

Notary Public Signature: _____

HWA HANSON. WALTER & ASSOCIATES. INC.
PROFESSIONAL ENGINEERING, SURVEYING & PLANNING
8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

EXHIBIT B
FDOT PREQUALIFICATION

HANSON. WALTER & ASSOCIATES. INC.
PROFESSIONAL ENGINEERING, SURVEYING & PLANNING
8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 15, 2025

Shawn Hindle, President
HANSON WALTER AND ASSOCIATES. I
8 Broadway
Suite 104
Kissimmee, FL 34741
shindle@hansonwalter.com

Dear Mr. Hindle:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

10.1 - Roadway Construction Engineering Inspection

10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. Your firm may pursue projects in the referenced work types with fees estimated at less than $500,000.00.* This status shall be valid until September 15, 2026, for contracting purposes.
*Limit for FDOT projects only

Should you have any questions, please feel free to contact me by email at FDOT.PSPrequalification@dot.state.fl.us.

Sincerely,

Philip Pitts

Philip Pitts
Professional Services Qualification Administrator
PP/NE

Exhibit B: Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2025

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

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

PRODUCER
Marsh & McLennan (CLW)
101 N Starcrest Dr
Clearwater FL 33765

CONTACT NAME: MMA - Florida Region
PHONE (A/C, No, Ext): 727-447-6481 **FAX (A/C, No):** 727-449-1267
E-MAIL ADDRESS: CertsTeam@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FFVA Mutual Insurance Co.	10385
INSURER B : Property and Casualty Ins Co of Hartfor	34690
INSURER C : Nutmeg Insurance Company	39608
INSURER D : Westfield Specialty Insurance Company	16992
INSURER E :	
INSURER F :	

INSURED HANSOWALTE2
Hanson, Walter & Associates, Inc.
8 Broadway
Suite 104
Kissimmee FL 34741

COVERAGES **CERTIFICATE NUMBER:** 113511672 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	21SBABP0T92	4/15/2025	4/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	21UECDS4714	4/15/2025	4/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	21SBABP0T92	4/15/2025	4/15/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC8400026072	4/15/2025	4/15/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability		Y	ADP0000101	7/23/2025	7/23/2026	Each Claim Aggregate Deductible	2,000,000 2,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General Liability, Auto Liability, and Umbrella Liability insurance and subject to the provisions and limitations of the policy.
Waiver of subrogation applies to General Liability, Auto Liability, Workers Compensation, Professional Liability, and Umbrella Liability when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.
General Liability policy is primary and non-contributory if required by written contract.
General Liability, Auto Liability, and Workers Compensation policies are included under the Schedule of Underlying for the Umbrella Liability.
30 day Notice of Cancellation with respect to General Liability applies per form SL 90 13 10/18).

CERTIFICATE HOLDER
Bella Tara Community Development District
219 East Livingston Street
Orlando FL 32801

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Todd George

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No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy that is issued by the Insurer.

The titles and headings to the various Sections, Subsections, and endorsements of this Policy are included solely for ease of reference and do not in any way limit, expand, or otherwise affect the terms and conditions of coverage.

C. Mergers and Acquisitions

If during the **Policy Period** the **Named Insured** undergoes a merger, acquisition, or dissolution, then the **Named Insured** shall give the Insurer written notice of such change as soon as practicable, but in no event later than the earlier of: **(1)** sixty (60) days after the effective date of such merger, acquisition, or dissolution; or **(2)** the end of the **Policy Period**. In the event of such change, the Insurer shall have the right to adjust the premium or revise coverage, subject to all other terms and conditions of the Policy, and the **Named Insured** shall accept any premium adjustment or coverage revisions which the Insurer may require.

D. Conflicting Statutes

Any part of this Policy which is in conflict with the statutes of the state in which this Policy is issued is amended to conform to such statutes.

Notwithstanding the foregoing, if there is an inconsistency between a state amendatory endorsement attached to this Policy and any other term or condition of this Policy, the Insurer shall apply, where permitted by law, those terms and conditions either of such state amendatory endorsement or the Policy which are more favorable to the **Insured's** coverage; provided that, with respect to any time period relating to notice of cancellation or non-renewal, the Insurer shall apply the applicable state law.

E. Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery. The **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer to effectively bring suit or otherwise pursue subrogation rights in the name of the **Insured**. Any recoveries by the Insurer of **Damages** paid under this Policy shall be the sole property of the Insurer. The Insurer hereby waives its rights against any person or entity to the extent that the **Named Insured** has, prior to a **Wrongful Act** or **Pollution Incident**, entered into a written agreement to waive such rights.

F. Other Insurance

This Policy shall be specifically excess of and shall not contribute with any other valid and collectible insurance (including any insurance under which there is a duty to defend or any project specific insurance), regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is specifically excess insurance over the limit of liability of this Policy.

Solely with respect to any **Claim** arising from a **Pollution Incident**, when the **Insured** is required to include a person or entity as an **Insured** under this Policy pursuant to a written contract or agreement executed prior to the first commencement of a **Pollution Incident**, such coverage will be provided on a primary and non-contributory basis to the extent required by such written contract or agreement.

Solely with respect to any **Claim** arising from a **Pollution Incident** arising from the rendering of or failure to render **Contractor Services** by a subcontractor of the **Insured**, this Policy shall only apply in excess of and shall not contribute with any other insurance available to such subcontractor, regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is specifically excess insurance over the limit of liability of this Policy.

G. Separate of Insureds

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
Hanson, Walter & Associates, Inc.
Policy No. 21SBABP0T92
Policy Term: 04/15/2025-04/15/2026

THE HARTFORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

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e. **State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. **Any Other Party**

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Hanson, Walter & Associates, Inc.
Policy No. 21SBABP0T92
Policy Term: 04/15/2025-04/15/2026

THE HARTFORD

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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Hanson, Walter & Associates, Inc.
Policy No. 21SBABP0T92
Policy Term: 04/15/2025-04/15/2026

BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

QUICK REFERENCE — **Beginning On Page**

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F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS 18

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C.** Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F.** Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

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(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. **Medical Expenses**

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. **Coverage Extension - Supplementary Payments**

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the Limits of Insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

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b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1)**, **(2)**, **(3)** or **(4)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

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i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

(11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

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(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **D.** Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

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(2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement, in your "advertisement", of:

a. Copyright;

b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **F.** Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) Advertising content for others on your web site;

(b) Placing a link to a web site of others on your web site;

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(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

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(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

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c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. Employees And Volunteer Workers

   Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

   However, none of these "employees" or "volunteer workers" are insureds for:

   (1) "Bodily injury" or "personal and advertising injury":
      (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
      (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
      (d) Arising out of his or her providing or failing to provide professional health care services.

      If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

   (2) "Property damage" to property:

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(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

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a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
   a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by:
    a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
    b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** Liability And Medical Expenses Limits Of Insurance.
    b. A sidetrack agreement;
    c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
    d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
    e. An elevator maintenance agreement; or
    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

       Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

       However, Paragraph **f.** does not include that part of any contract or agreement:

       (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
           (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
           (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Unmanned aircraft" means an aircraft that is not:
    a. Designed;
    b. Manufactured; or
    c. Modified after manufacture;

    to be controlled directly by a person from within or on the aircraft.
24. "Volunteer worker" means a person who:
    a. Is not your "employee";
    b. Donates his or her work;
    c. Acts at the direction of and within the scope of duties determined by you; and
    d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
25. "Your product":
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
26. "Your work":
    a. Means:
        (1) Work or operations performed by you or on your behalf; and
        (2) Materials, parts or equipment furnished in connection with such work or operations.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
        (2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM ENDORSEMENT - AUTOMOBILE LIABILITY

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY POLICY

The following exclusion is added to Paragraph **B., Exclusions** of Section **I – Coverages**:

This policy does not apply to:

Automobile Liability

"Bodily injury" or "property damage" arising out of the:

1. Ownership;
2. Operation;
3. Maintenance;
4. Use;
5. Entrustment to others; or
6. Loading or unloading

of any "auto".

EXCEPTION

This exclusion does not apply if "underlying insurance" is maintained providing coverage for such "auto" with minimum underlying limits as described for Commercial Automobile Liability in the Schedule of Underlying Insurance Policies, but in no event shall any coverage restored by this exception apply to any claim or "suit" to which "underlying insurance" does not apply. Coverage provided by this exception will follow the provisions, exclusions and limitations of the "underlying insurance".

Condition **K.** - Maintenance of Underlying Insurance applies to this exception.

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UMBRELLA LIABILITY SUPPLEMENTAL POLICY

UMBRELLA LIABILITY SUPPLEMENTAL POLICY
READ YOUR POLICY CAREFULLY

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UMBRELLA LIABILITY SUPPLEMENTAL POLICY

In this Supplemental Policy the words "you" and "your" refer to the Named Insured first shown in the Supplemental Policy Declarations and any other person or organization qualifying as a Named Insured under this Supplemental Policy. The words "we", "us" and "our" refer to the insurance company shown in the Supplemental Policy Declarations.

Other words and phrases that appear in quotation marks also have special meanings. Refer to Section **F. DEFINITIONS**.

IN RETURN FOR THE PAYMENT OF THE PREMIUM and in reliance upon the statements in the Supplemental Policy Declarations made a part hereof, and subject to all of the terms of this Supplemental Policy we agree with you as follows:

A. COVERAGES

1. Umbrella Liability Insurance

Insuring Agreement

a. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in Section **D. LIMITS OF INSURANCE**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **B. INVESTIGATION, DEFENSE, SETTLEMENT**.

b. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:

(1) The "bodily injury" or "property damage" occurs during the "policy period", or the "personal and advertising injury" is caused by an offense committed during the "policy period"; and

(2) Prior to the "policy period", no "insured" listed under Paragraph **1.** of Section **C. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Paragraph **1.** of Section **C. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for "damages" because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. Exclusions

This Supplemental Policy does not apply to:

a. Pollution

Any obligation:

(1) To pay for the cost of investigation, defense or settlement of any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the "pollution hazard"; or

(2) To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:

(a) By reason of any such claim or "suit" or any such injury or damage; or

(b) In complying with any action authorized by law and relating to such injury or damage.

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EXCEPTION

This exclusion does not apply:

(a) To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or

(b) To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Extension Schedule Of Underlying Insurance is in force and applicable to the "occurrence". In such event, any coverage afforded by this Supplemental Policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this Supplemental Policy. But, in the event that such valid and collectable "underlying insurance" is not maintained with limits of liability as set forth in the Extension Schedule Of Underlying Insurance, this Exception **(b)** does not apply.

(c) Exception **(b)** also does not apply to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(i) That are, or that are contained in any property that is:

(aa) Being transported or towed by, or handled for movement into, onto or from, any "auto";

(bb) Otherwise in the course of transit by or on behalf of the "insured"; or

(cc) Being stored, disposed of, treated or processed in or upon any "auto";

(ii) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or

(iii) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

(d) Paragraph **(i)** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

(i) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(ii) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **f.(2)** or **f.(3)**. of the definition of "mobile equipment".

(e) Paragraphs **(c)(ii)** and **(c)(iii)** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

(i) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and

(ii) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Workers' Compensation And Similar Laws

Any obligation of the "insured" under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. Contractual Liability

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

d. Personal And Advertising Injury

"Personal and advertising injury".

(1) EXCEPTION

This exclusion does not apply to the extent that coverage for such "personal and advertising injury" is provided by "underlying insurance", but in no event shall any "personal and advertising injury" coverage

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provided under this Supplemental Policy apply to any claim or "suit" to which "underlying insurance" does not apply. This **EXCEPTION** applies only to the extent that such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule Of Underlying Insurance.

When this **EXCEPTION** applies, the insurance provided under this Supplemental Policy for "personal and advertising injury" will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

This **EXCEPTION** does not apply to:

(a) Aircraft (Unmanned Aircraft)

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this Paragraph **(a)** does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(i) Infringement, in your "advertisement", of:

(aa) Copyright;

(bb) Slogan; or

(cc) Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

(b) Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

e. Underlying Insurance

The amount of any injury or damage:

(1) Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its coverage part, policy, or endorsement; or

(2) For which damages would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

f. Aircraft (Other Than Unmanned Aircraft)

(1) "Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or "loading or unloading" of any aircraft (other than "unmanned aircraft"):

(a) Owned by any "insured"; or

(b) Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft") that is owned or operated by or rented or loaned to any "insured".

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(2) This exclusion does not apply to aircraft (other than "unmanned aircraft") that is:

(a) Hired, chartered or loaned with a paid crew; but

(b) Not owned by any "insured".

(3) This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

g. Aircraft (Unmanned Aircraft)

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

h. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of any watercraft.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others, of any watercraft that is owned or operated by or rented or loaned to, any "insured".

This exclusion does not apply to:

(1) Watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

(2) "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or

(3) Any watercraft while ashore on premises owned by, rented to or controlled by you.

i. War

Any injury or damage, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to property you own.

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Expected Or Intended

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

p. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the "insured" arising out of and in the course of:

(a) Employment by the "insured"; or

(b) Performing duties related to the conduct

of the "insured's" business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the "insured" may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

EXCEPTIONS:

This exclusion does not apply to liability assumed by the "insured" under an "insured contract".

With respect to injury arising out of an "auto" covered under the applicable "underlying insurance," this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this exclusion, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury".

To the extent this exclusion does not apply, the insurance provided under this Supplemental Policy for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

q. Property Damage To Employee's Property

With respect to coverage afforded any of your "employees", "property damage" to property owned or occupied by or rented or loaned to:

(1) That "employee";

(2) Any of your other "employees";

(3) Any of your partners or members (if you are a partnership or joint venture); or

(4) Any of your members (if you are a limited liability company).

r. First-Party Auto Or Mobile Equipment Coverages

Any claim arising out of or relating to an "auto" or "mobile equipment" for:

(1) Uninsured or underinsured motorists coverage;

(2) Personal injury protection;

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(3) Auto medical payments coverage;

(4) First-party physical damage coverage; or

(5) Any similar no-fault coverage by whatever name called;

unless this Supplemental Policy is endorsed to provide such coverage.

s. Employment Practices Liability

Any injury or damage to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

(2) The spouse, child, parent, brother or sister of that person, as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(1)(a)**, **(1)(b)** or **(1)(c)** above is directed.

(3) This exclusion applies:

(a) Whether the injury-causing event described in Paragraphs **(1)(a)**, **(1)(b)** or **(1)(c)** above occurs before employment, during employment or after employment of that person;

(b) Whether the "insured" may be liable as an employer or in any other capacity; and

(c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

t. Employee Retirement Income Security Act

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Act of 1974), or any amendments to them.

u. Asbestos

Any injury, damages, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

(1) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or

(2) Arise out of any request, demand, order, or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or

(3) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

v. Racing And Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or "loading or unloading" of an "auto" or "mobile equipment" while being used in any:

(1) Prearranged or organized racing, speed or demolition contest;

(2) Stunting activity; or

(3) Preparation for any such contest or activity.

w. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets,

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processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to "damages" because of "bodily injury".

x. Limited Underlying Coverage

Any injury, damage, loss, costs or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

(1) "Underlying insurance" provides coverage; but that

(2) Because of a provision within the "underlying insurance", such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" shown on the Extension Schedule Of Underlying Insurance.

y. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state, or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

z. Nuclear Energy Liability Exclusion (Broad Form)

(1) "Bodily injury" or "property damage":

(a) With respect to which an "insured" under this Supplemental Policy is also an "insured" under a Nuclear Energy Liability Policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

(ii) The "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) "Bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:

(a) The "nuclear material":

(i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured"; or

(ii) Has been discharged or dispersed therefrom;

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or

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(c) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(c)** applies only to "property damage" to such "nuclear facility" and any property thereat.

(3) As used in this exclusion:

"Property damage" includes all forms of radioactive contamination of property.

B. INVESTIGATION, DEFENSE, SETTLEMENT

1. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and for which no coverage is provided under any "underlying insurance" or for which the underlying limits of any "underlying insurance" have been exhausted solely by payments of damages because of "occurrences" during the "policy period"; we:

a. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this Supplemental Policy;

b. May make such investigation and settlement of any claim or "suit" as we deem expedient;

c. Will pay:

(1) All expenses incurred by us;

(2) All court costs taxed against the "insured" in any "suit" defended by us. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the "insured"; and

(3) All interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance;

(4) All premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an "accident" or traffic law violation arising out of the operation of any vehicle to which this Supplemental Policy applies, but we will have no obligation to apply for, furnish, finance, arrange for, guarantee, or collateralize, these bonds, whether the collateralization is characterized as premium or not;

(5) All reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed $500 per day per "insured";

and the amounts incurred in Paragraph c. above, are not subject to the "self-insured retention" and are payable in addition to any applicable limit of insurance.

We may pay any part or all of the "self insured retention" to pay a judgment or to effect settlement of a claim or "suit", and upon notification of the action taken, the "insured" shall promptly reimburse us for such amounts paid.

2. You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" or "underlying insurance" made with our written consent.

3. We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost or expenses incurred by any underlying insurer.

C. WHO IS AN INSURED

1. If you are designated in the Supplemental Policy Declarations as:

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a. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business, other than that described in b. through e. below, of which you are the sole owner.

b. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.

c. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.

e. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

2. Each of the following is also an "insured":

a. Your "volunteer workers" only while performing duties related to the conduct of your business or your "employees" other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:

(1) Within the scope of their employment by you or while performing duties related to the conduct of your business; and

(2) Only if such "volunteer workers" or "employees" are "insureds" in the "underlying insurance" with limits of liability at least as high as set forth in the Extension Schedule Of Underlying Insurance, subject to all the limitations upon coverage and all other policy terms and conditions of such "underlying insurance" and this Supplemental Policy.

b. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

c. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this insurance.

3. With respect to any "auto", any person or entity that qualifies as an insured under the "underlying insurance" is an "insured" under this Supplemental Policy, subject to all the limitations of such "underlying insurance".

4. With respect to "mobile equipment", any person is an "insured" while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an "insured", but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an "insured" with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an "insured" under this provision.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no other similar insurance available to that organization.

However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;

b. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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6. Each person or organization, not included as an "insured" in Paragraphs **1.**, **2.**, **3.**, **4.**, or **5.**, who is an insured in the "underlying insurance" is an "insured" under this Supplemental Policy subject to all the terms, conditions and limitations of such "underlying insurance".

   With respect to any person or organization who is not an insured under "underlying insurance" but qualifies as an "insured" under this Supplemental Policy, coverage under this Supplemental Policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

   However, coverage afforded by reason of the provisions set forth above applies only to the extent:

   a. Of the scope of coverage provided by the applicable "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this Supplemental Policy and any endorsements attached hereto; and

   b. That such coverage provided by the applicable "underlying insurance" is maintained having limits as set forth in the Extension Schedule Of Underlying Insurance.

7. No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Supplemental Policy Declarations.

D. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Supplemental Policy Declarations and the rules below fix the most we will pay regardless of the number of:
   a. "Insureds";
   b. Claims made or "suits" brought;
   c. Persons or organizations making claims or bringing "suits"; or
   d. Coverages under which "damages" are covered under this Supplemental Policy.
2. The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":
   a. Because of injury or damage included within the "products-completed operations hazard";
   b. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and
   c. Because of "bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or "loading or unloading" of any "auto".
3. The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" included within the "products-completed operations hazard".
4. The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.
5. Subject to Paragraphs **2.**, **3.**, or **4.** above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".
6. If coverage provided to an additional insured under this Supplemental Policy is required by a written contract, written agreement or permit, the most we will pay on behalf of the additional insured is the amount of insurance:
   a. Required by the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or
   b. Available under the applicable Limits of Insurance shown in the Supplemental Policy Declarations, whichever is less.

   Such additional insured coverage provided by this Supplemental Policy will not be broader than coverage provided by the "underlying insurance".

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7. Our obligations under this insurance, except for our obligations under the Cancellation and Nonrenewal Conditions, end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.
8. The limits of this Supplemental Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Supplemental Policy Declarations. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

E. CONDITIONS

1. Premium

All premiums for this Supplemental Policy shall be computed in accordance with the Premium Section of the Supplemental Policy Declarations. The premium stated as such in the Supplemental Policy Declarations is a deposit premium only which shall be credited to the amount of any earned premium. At the end of the "policy period", the earned premium may be recomputed for such period, and upon notice thereof to the Named Insured first shown in the Supplemental Policy Declarations, shall become due and payable by such Named Insured. If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named Insured first shown in the Supplemental Policy Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us upon our request.

2. Inspection And Audit

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

a. Safe;

b. Healthful; or

c. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this Supplemental Policy, insofar as they relate to the subject matter of this Supplemental Policy.

3. Duties In The Event Of Occurrence, Claim Or Suit

a. You, or any other "insured" under this Supplemental Policy must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this Supplemental Policy.

(1) This requirement applies only when such "occurrence" is known to any of the following:

(a) You, or any other "insured" under this Supplemental Policy that is an individual;

(b) Any partner, if you or any other "insured" under this Supplemental Policy is a partnership;

(c) Any manager, if you or any other "insured" under this Supplemental Policy is a limited liability company;

(d) Any "executive officer" or insurance manager, if you or any other "insured" under this Supplemental Policy is a corporation.

(e) Any trustee, if you or any other "insured" under this Supplemental Policy is a trust; or

(f) Any elected or appointed official, if you or any other "insured" under this Supplemental Policy is a political subdivision or public entity.

This duty applies separately to you and any other "insured" under this Supplemental Policy.

(2) To the extent possible, notice should include:

(a) How, when and where the "occurrence" took place;

(b) The names and addresses of any injured persons and witnesses; and

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(c) The nature and location of any injury or damage arising out of the "occurrence".

b. If a claim is made or "suit" is brought against any "insured", you or any other "insured" under this Supplemental Policy must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us in writing as soon as practicable if the claim or "suit" is likely to exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies.

c. You or any other "insured" under this Supplemental Policy must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request in the enforcement of any right against any person or organization that may be liable to any "insured" because of injury or damage to which this Supplemental Policy or any "underlying insurance" or "self-insured retention" may also apply.

d. No "insured" will, except at that "insured's" own cost, make or agree to any settlement for a sum in excess of:

(1) The total limits of "underlying insurance"; or

(2) The "self-insured retention" if no "underlying insurance" applies,

without our consent.

e. No "insured" will, except at that "insured's" own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.

4. Assistance And Cooperation Of The Insured

The "insured" shall:

a. Cooperate with us and comply with all the terms and conditions of this Supplemental Policy; and

b. Cooperate with any of the underlying insurers as required by the terms and conditions of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this Supplemental Policy or any "underlying insurance".

5. Legal Action Against Us

No person or organization has a right under this Supplemental Policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or

b. To sue us on this Supplemental Policy unless all of its terms and those of the "underlying insurance" have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but, we will not be liable for damages that are not payable under the terms of this Supplemental Policy or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

6. Appeals

a. In the event the "insured", or any insurers providing coverage to which this Supplemental Policy is excess, elects to appeal a judgment in excess of such "underlying insurance", any applicable self-insured retention, and any other valid and collectible insurance, we shall be liable, in addition to the applicable Limit of Insurance, to pay the premium on appeal bonds for that portion of the judgment in excess of the "underlying insurance", self-insured retention, and any other valid and collectible insurance and within the applicable limit of insurance under this Supplemental Policy, but we will have no obligation to apply for, furnish, finance, arrange for, guarantee, or collateralize, those bonds, whether the collateralization is characterized as premium or not.

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However, if we have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limit of this Supplemental Policy, then we will have no obligation to pay any premium on an appeal bond, and the "insured" or the "insured's" underlying insurers or both will bear:

(1) The full cost and duty of obtaining any appeal bond; and

(2) The taxable costs, disbursements and additional interest incidental to such appeal.

If the claim is settled for less than the judgment amount, we shall only be liable for that portion of the settlement that is in excess of any applicable "underlying insurance", self-insured retention, and any other valid and collectible insurance and within the applicable limit of this Supplemental Policy.

b. If the "insured", or any insurers providing coverage to which this Supplemental Policy is excess, elect not to appeal a judgment in excess of such "underlying insurance", applicable self-insured retention, and any other valid and collectible insurance, then we shall have the right to pursue such appeal. In that case, if the "insured" or the "insured's" underlying insurers have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limit of such "underlying insurance", self- insured retention, and any other valid and collectible insurance, then we shall be liable, in addition to the applicable limit of insurance, for:

(1) All expenses incurred by us;

(2) All court costs taxed against the "insured" in connection with such appeal. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the "insured";

(3) All interest on the entire amount of the judgment which accrues after the "insured" or the "insured's" underlying insurers have paid, offered to pay, or deposited in court that part of the judgment which is within the limits of the "underlying insurance" self-insured retention, and any other valid and collectible insurance; and

(4) All premiums on appeal bonds for the amount of the judgment that is within the limits of any self-insured retention, "underlying insurance", and this Supplemental Policy, but we will have no obligation to apply for, furnish, finance, arrange for, guarantee, or collateralize, those bonds, whether the collateralization is characterized as premium or not;

7. Other Insurance

This Supplemental Policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this Supplemental Policy.

These excess provisions apply, whether such other insurance is stated to be:

a. Primary;

b. Contributing;

c. Excess; or

d. Contingent;

Provided that if such other insurance provides umbrella coverage in excess of "underlying insurance" or a self-insured retention, this Supplemental Policy shall contribute therewith with respect to "damages".

However, in the event that there is such other umbrella coverage available to cover such excess loss on an excess basis, we will pay only our share of the amount of such excess loss payable under this Supplemental Policy.

8. Transfer Of Rights Of Recovery Against Others To Us

a. If the "insured" has rights to recover all or a part of any payment we have made under this Supplemental Policy, those rights are transferred to us. The "insured" must do nothing after a loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.

b. Recoveries shall be applied to reimburse:

(1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;

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(2) Second, us, along with any other insurers with whom we participate in a loss on a quota share basis at the same layer;

(3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

c. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

9. Changes

This Supplemental Policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this Supplemental Policy, or stop us from asserting any rights under the terms of this Supplemental Policy.

The Named Insured first shown in the Supplemental Policy Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this Supplemental Policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this Supplemental Policy.

10. Separation Of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Supplemental Policy to the Named Insured first shown in the Supplemental Policy Declarations, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each "insured" against whom claim is made or "suit" is brought.

11. Maintenance Of Underlying Insurance

Policies, endorsements, and coverage parts affording in total the coverage and limits stated in the Extension Schedule Of Underlying Insurance shall be maintained in full effect during the currency of this Supplemental Policy. Your failure to comply with the foregoing shall not invalidate this Supplemental Policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied with this Paragraph **11.**

The Named Insured first shown in the Supplemental Policy Declarations shall give us written notice as soon as practicable of any of the following:

a. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;

b. Termination of part or all of one or more of the policies, endorsements, or coverage parts of "underlying insurance";

c. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this Supplemental Policy.

12. Cancellation

a. The Named Insured first shown in the Supplemental Policy Declarations may cancel this Supplemental Policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.

b. We may cancel this Supplemental Policy by mailing or delivering to the Named Insured first shown in the Supplemental Policy Declarations at the address shown in the Supplemental Policy Declarations, written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

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c. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date. Delivery of such notice by the Named Insured first shown in the Supplemental Policy Declarations or by us will be equivalent to mailing.

d. If the Named Insured first shown in the Supplemental Policy Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Supplemental Policy Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

13. Nonrenewal

a. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Supplemental Policy Declarations, at the address shown in the Supplemental Policy Declarations, written notice of nonrenewal at least 30 days before the end of the "policy period".

b. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. If we offer to renew but such Named Insured does not accept, this Supplemental Policy will not be renewed at the end of the current "policy period".

14. Workers' Compensation Agreement

With respect to "bodily injury" to any officer or other "employee" arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other "employee" automatically terminates at the same time.

15. Bankruptcy Or Insolvency Of Insured

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this Supplemental Policy.

16. Representations Or Fraud

By accepting this Supplemental Policy, you agree:

a. The statements in the Supplemental Policy Declarations are accurate and complete;

b. The statements in the Extension Schedule Of Underlying Insurance are accurate and complete;

c. The statements in **a.** and **b.** are based upon representations you made to us;

d. We have issued this Supplemental Policy in reliance upon your representations; and

e. This Supplemental Policy is void in any case of fraud by you as it relates to this Supplemental Policy or any claim under this Supplemental Policy.

F. DEFINITIONS

Except as otherwise provided in this Section or amended by endorsement, the words or phrases that appear in quotation marks within this Supplemental Policy shall follow the definitions of the applicable "underlying insurance".

1. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
2. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
3. "Covered pollution cost or expense":
   a. Means any cost or expense arising out of:
      (1) Any request, demand or order; or

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(2) Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

b. Does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";

(b) Otherwise in the course of transit by or on behalf of the "insured"; or

(c) Being stored, disposed of, treated or processed in or upon any "auto"; or

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

c. Paragraph **(1)(a)** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **f.(2)** or **f.(3)** of the definition of "mobile equipment".

d. Paragraphs **b.(1)(b)** and **b.(1)(c)** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

4. "Damages" means a monetary award, monetary settlement or monetary judgment. "Damages" include prejudgment interest awarded against the "insured" on that part of the judgment we pay.

a. The following are not considered "damages" and are not covered by this Supplemental Policy:

(1) Fines, penalties, sanctions or taxes;

(2) Attorney's fees and costs associated with any non-monetary relief awarded against the "insured"; or

(3) Any monetary award, monetary settlement or monetary judgment for which insurance is prohibited by the law(s) applicable to the construction of this Supplemental Policy.

5. "Hazardous properties" include radioactive, toxic or explosive properties.

6. "Insured" means any person or organization qualifying as an "insured" in the applicable Who Is An Insured provision of this Supplemental Policy, including any additional insured added by endorsement. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under Section **D. LIMITS OF INSURANCE.**

7. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

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(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

8. "Nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for:

(1) Separating the isotopes of uranium or plutonium;

(2) Processing or utilizing "spent fuel"; or

(3) Handling, processing or packaging "waste";

c. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

9. "Nuclear material" means source material, special nuclear material or by-product material.

Source material, special nuclear material and by-product material have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

10. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

11. "Occurrence" means:

a. With respect to "bodily injury" or "property damage", an "accident", including continuous or repeated exposure to substantially the same general harmful conditions; and

b. With respect to "personal and advertising injury", an offense described in the definition of "personal and advertising injury" in the "underlying insurance".

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12. "Policy period" as used in this Supplemental Policy means the period beginning with the effective date stated as such in the Supplemental Policy Declarations and ending with the earlier of:
    a. The date of cancellation of this Supplemental Policy; or
    b. The expiration date stated as such in the Supplemental Policy Declarations.
13. "Pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:
    a. Pollutants;
    b. Contaminants;
    c. Irritants; or
    d. Toxic substances;

    including smoke, vapors, soot, fumes, acids, alkalis, chemicals, or waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned, or reclaimed.
14. "Self-insured retention" means the amount stated as such in the Supplemental Policy Declarations which is retained and payable by the "insured" with respect to each "occurrence".
15. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
16. "Underlying insurance" means the insurance policies, coverage parts, and endorsements listed in the Extension Schedule Of Underlying Insurance, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule Of Underlying Insurance.

    The limits of "underlying insurance" include:

    (1) Any applicable deductible amount;

    (2) Any participation of any "insured"; and

    (3) Any applicable self-insured retention;

    Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this Supplemental Policy. The coverages and limits of such policies, coverage parts, and endorsements and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:

    (1) Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy, coverage part, or endorsement; or

    (2) The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".

    The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.
17. "Waste" means any waste material:
    a. Containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
    b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/15/2025 Policy No. WC8400026072 Endorsement No.

Insured: Hanson, Walter & Associates, Inc. Premium

Insurance Company: FFVA Mutual Insurance Countersigned by _____

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Hanson Walter and Associates, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

8 Broadway, Suite 104

Requester's name and address (optional)

6 City, state, and ZIP code

Kissimmee FL 34741

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

5	9	–	2	1	0	9	4	8	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person Melissa Walker Date 9/29/2025

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SECTION C

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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October 17, 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 $5,300 for the September 30, 2025 audit. This agreement may be 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: District Manager

Date: 10/21/25

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

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 D

AGREEMENT FOR SERVICES

This "**Agreement**" is by and between: ***Bella Tara Community Development District*** **("District")** and ***Water Resource Associates, LLC*** dated October 27, 2025 ("**Contractor**"):

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement.

2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "**Services**" outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

3. **COMPENSATION.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

4. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

5. **STANDARD OF CARE; INDEMNIFICATION.** 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. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.

6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B.** The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

7. **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.

8. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 15 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.

9. **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*.

10. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **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.

12. **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.

13. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this document controls.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

By: Craig Perry
Its: Vice Chairman

WATER RESOURCE ASSOCIATES, LLC

By: Matthew Miller
Its: Director of Environmental Services

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

Exhibit A: Proposal

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
Between
WRA and Bella Terra Community Development District
Proposal #25-372 October 27, 2025

DESIGN PROFESSIONAL:
Water Resource Associates, LLC (WRA)
12363 Hampton Park Blvd
Tampa, FL 33624

CLIENT:
Bella Tara Community Development District
1500 Cordova Road, Suite 203
Fort Lauderdale, FL 33316

Project Name & Description:
Bella Tara Community CDD – Kissimmee Park Road (KPR) Wildlife Support (Environmental): *Includes a pre-construction listed nesting wading bird survey within wetlands associated with the KPR Project.*

Scope/Intent and Extent of Services:
See Attachment A

Fee Arrangement:
Lump sum **$4,000** as itemized in Attachment B. Reimbursable per "Other Direct Charges" in Attachment C. Terms and conditions are provided in Attachment E. No retainer is required.

DESIGN PROFESSIONAL:

Matthew Miller, Director of Env. Services
(Printed Name/Title)

10/27/2025
(Signature) (Date)

WRA, LLC
(Name of DESIGN PROFESSIONAL)

CLIENT:

Craig Perry, Vice Chairman
(Printed Name/Title)

10/28/2025
(Signature) (Date)

Bella Tara Community Deveilopment District
KPR Offsite
(Name of CLIENT)

12363 HAMPTON PARK BLVD. TAMPA, FLORIDA 33624
PHONE: 813-265-3130 www.wraengineering.com

ATTACHMENT A – SCOPE OF SERVICES

Bella Tara Community Development District – Kissimmee Park Road Wildlife Support

Task A. Nesting Wading Bird Survey

WRA will conduct a pre-construction wading bird survey within the project wetlands to determine if any wetlands within 330 feet of construction activities are being utilized for nesting. WRA will provide a Wading Bird Survey report once the survey is completed, providing the survey results along with any recommendations and FWC requirements if wading bird nesting is identified within the project area.

SERVICES NOT INCLUDED IN THIS CONTRACT

Services not specifically identified in the above Scope of Services and performed at CLIENT's request will be considered additional services. If any of the following services are required, WRA will either provide these services in accordance with the hourly rate schedule provided in Attachment C, or, if requested, will prepare a separate proposal for the work. Examples of services that are not included in the scope of this contract include, but are not limited to the following:

1. Local/State/Federal agency permitting
2. Wildlife Agency (U.S. Fish and Wildlife Service or Florida Fish and Wildlife Commission) Permitting (for species other than the Gopher Tortoise)
3. Bald eagle monitoring or any listed species support not listed above
4. Recipient site fees
5. FWC Permitting fees
6. Detailed engineering design
7. Construction management
8. Geotechnical engineering and testing services
9. Hardscape design and permitting
10. Irrigation design and permitting
11. Dry utility design/permitting (electric, communications, gas, etc.)
12. Traffic studies
13. Vegetation maintenance and supplemental planting costs
14. Survey service including Subsurface Utility Exploration (SUE)

Any other items not specifically described in this proposal. Services beyond those specifically outlined will be considered additional and require separate agreement or hourly billing per Attachment C.

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ATTACHMENT B - COST SUMMARY

Bella Tara Community Development District – Kissimmee Park Road Wildlife Support

Task A. Nesting Wading Bird Survey $4,000

TOTAL LUMP SUM FEE……$4,000

- Reimbursable Expenses Per Attachment C - “Other Direct Charges”

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PHONE: 813-265-3130 www.wraengineering.com

ATTACHMENT C
2025 FEE SCHEDULE

Charges for work performed by **WRA** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)

Engineering	Principal	$250.00
	Senior Professional Engineer	$195.00
	Senior Construction Engineer	$195.00
	Project Manager	$180.00
	Senior Facilitator	$170.00
	Professional Engineer	$175.00
	Construction Engineer	$165.00
	Civil Engineer	$150.00
Environmental	Environmental Manager	$200.00
	Senior Environmental Scientist	$150.00
	Staff Environmental Scientist	$125.00
	Environmental Scientist	$100.00
	Environmental Field Technician	$75.00
GIS	Senior GIS Analyst	$150.00
	GIS Analyst	$125.00
Design and Planning	Sr. Landscape Architect	$180.00
	Senior Planner	$180.00
	Landscape Architect/Designer	$140.00
	CADD Designer	$120.00
	Technician	$85.00
Survey	Professional Surveyor	$190.00
	Survey Crew (2 person)	$165.00
	Survey CADD Technician	$135.00
Administrative	Permit Coordinator	$100.00
	Administrative Assistant	$80.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.25 per page
Copying (Color Prints)	$0.50 per page
Drawings (B/W & Color Prints)	$3.50 per sheet
Mylars	$10.00 per sheet
Mileage	$0.70 per mile
Postage/Courier/Overnight Delivery	Actual Cost + 15%
Subcontractors	Actual Cost + 15%

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ATTACHMENT C (CONTINUED)

2025 ENVIRONMENTAL SERVICES
EQUIPMENT / OTHER DIRECT CHARGES RATES, AND FEDERAL PER DIEM

EQUIPMENT / OTHER DIRECT CHARGES RATES

Item	Description	Daily Rate
ATV / UTV	ATV (All-Terrain Vehicle) / UTV (Utility Task Vehicle)	$150.00
Auger	Motorized Auger - used to drill holes.	$50.00
Boat	Used for water travel on project.	$300.00
Boat Drone	Used for benthic/submerged vegetation environmental surveys.	$100.00
Drone	Used for updated aerial imagery.	$100.00
Flow Meter	Used to measure water flow rate.	$25.00
GPS - Survey	Used to survey wetland flag locations that will be part of a certified survey.	$500.00
GPS - Tracker	Used for wildlife surveying to determine areas that were included in the survey.	$20.00
GPS - Trimble	Used for preliminary wetland delineations.	$50.00
Peristaltic Pump	Used for ground water quality sampling.	$30.00
Pressure Transducer	Used to sense/monitor liquid level/s for well or pump stations.	$5.00
Scope Camera	Used for wildlife surveying (gopher tortoise, bats).	$100.00
Speakers (wildlife/scrub jay)	Used to play animal calls to attract surveyed species.	$10.00
Sprayer - Backpack Sprayer	Used for applying herbicides.	$25.00 per person
Sprayer - Tank Sprayer	Used for applying herbicides.	$25.00
Static Depth/Water Level Meter	Used to measure depth to static water level in well, piezometer, sounding tube, or closed pipe.	$25.00
Supplies - Herbicide Spraying Supplies	Chemicals, and clean-up supplies (soaps, rags, etc.) for herbicide spraying.	$100.00
Supplies - Water Quality Sampling Supplies	Tubing, gloves, and other supplies used for water quality sampling.	$50.00
Supplies - Wetland Delineation Supplies	Flags, nails, and other supplies used for wetland delineation.	$15.00
Trailer	Used to carry project equipment and supplies.	$150.00
Turbidity Meter	Used for measuring water quality.	$25.00
Water Transfer Pump	Used to transfer water.	$50.00
YSI - Sampling Meter	YSI Water Quality Sampling Meter.	$150.00

FEDERAL PER DIEM - https://www.federalpay.org/perdiem/2025/florida

If a project site is located more than 100 miles from the WRA Tampa office, WRA reserves the right to apply a per diem and hotel rate, per person, per day, based on the current Federal (IRS) approved rates for Florida.

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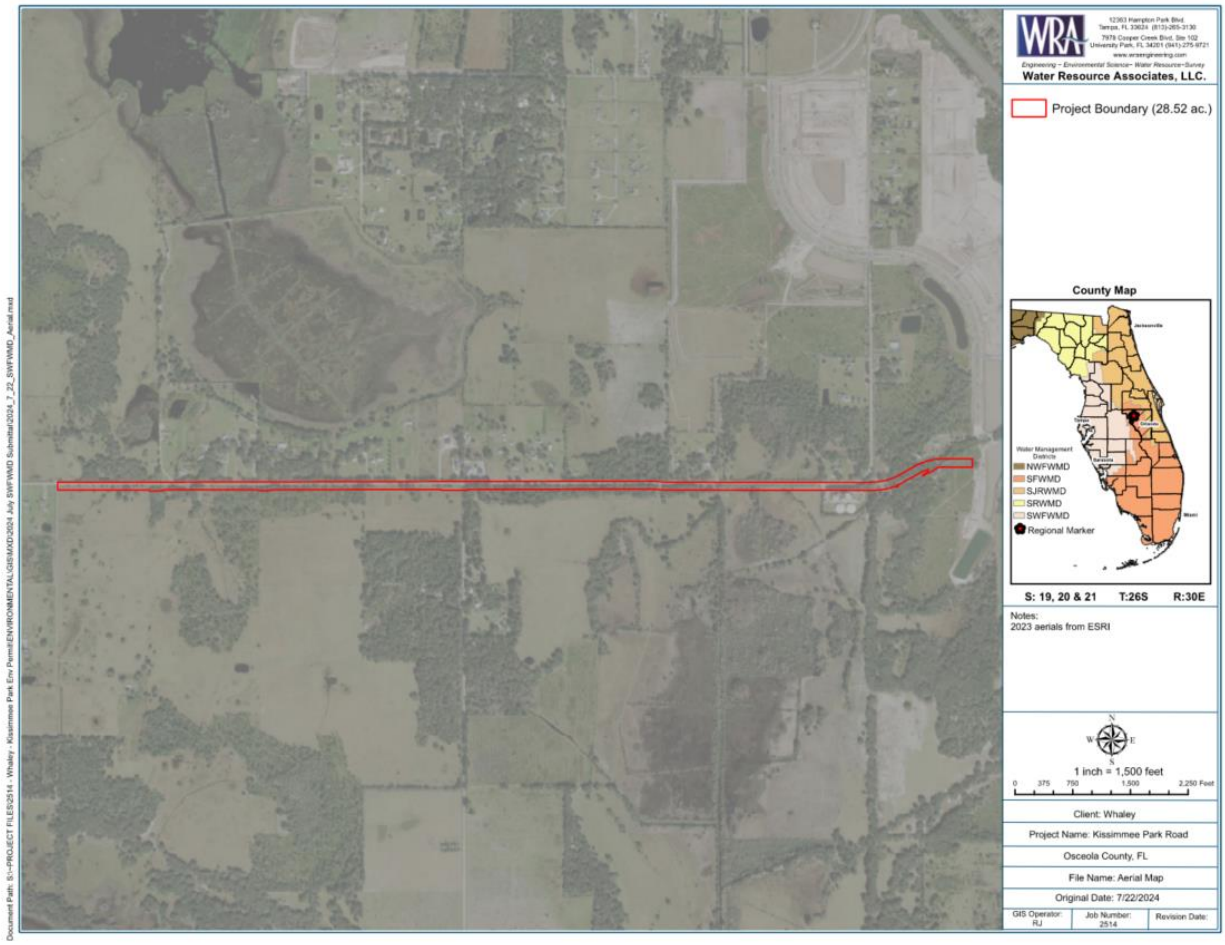
PHONE: 813-265-3130 www.wraengineering.com

ATTACHMENT D – PROJECT EXHIBIT

Bella Terra Community Development District – Kissimmee Park Road Wildlife Support



12363 HAMPTON PARK BLVD. TAMPA, FLORIDA 33624
PHONE: 813-265-3130 www.wraengineering.com

ATTACHMENT E
TERMS AND CONDITIONS OF AGREEMENT

1. **Invoice Procedures & Payment**
   WRA shall submit invoices to CLIENT for work accomplished once during each calendar month; the amount of each monthly invoice shall be based on time charges or a "percentage of completion method" applicable Lump Sum cited herein for the work accomplished during the invoicing period. Said invoices shall be submitted by WRA as soon as accomplished and shall be due and payable by CLIENT upon receipt.
   a. CLIENT, as owner or authorized agent for the owner, or as an authorized representative of a governmental entity, hereby agrees that payment as provided herein will be made for said work within thirty (30) days from the date the invoice for same is mailed to CLIENT at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable Attorney's fees, whether action be brought or not. CLIENT hereby acknowledges that unpaid invoices shall accrue interest at 18% per annum, or 1½% per month, after they have been outstanding for over thirty (30) days. Upon cancellation, abandonment or suspension of the project by CLIENT prior to completion of services to be performed, WRA shall be paid for all work accomplished to the date of cancellation, abandonment or suspension on a quantum merit basis in accordance with the provisions for compensation contained herein.
   b. WRA agrees to provide CLIENT with mechanic's lien waivers at the time of any payment by CLIENT with respect to the work covered by such payment.
   c. WRA shall have the exclusive right to terminate or suspend work progress due to excessive unpaid outstanding fees earned over 90-days. WRA will not be responsible or liable for damages caused due to termination and suspension of work as a result of non-payment. WRA shall provide written notice of work suspension to the client. The notice will be provided five (5) business days prior to suspension.

2. **Set-offs, Back-charges, Discounts**
   Payment of invoices shall not be subject to any discounts or set-offs by CLIENT, unless agreed to in writing by WRA. Payment to WRA for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3. **Disputed Invoices**
   a. If CLIENT objects to any portion of an invoice, CLIENT shall so notify WRA in writing within 30 calendar days of receipt of the invoice. CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

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b. Interest as stated above shall be paid by CLIENT on all disputed invoice amounts that are subsequently resolved in WRA's favor and shall be calculated on the unpaid balance from the due date of the invoice.

4. **Suspension of Services**
If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, WRA may suspend performance of the services upon 10 calendar days' notice to CLIENT, WRA shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by CLIENT. Upon payment in full by CLIENT, WRA shall resume services under this Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for WRA to resume performance. In addition, WRA has the right to not start work for CLIENT based upon delinquent past due invoices.

5. **Termination of Services for Failure of Payment**
If CLIENT fails to make payment to WRA in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of the Agreement by WRA.

6. **Liability**
In performing its professional services hereunder, WRA will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by WRA's undertaking herein or its performance of services hereunder. WRA agrees to hold CLIENT harmless from loss, damage, injury, or liability arising directly and solely from the negligent acts or omissions of WRA, its employees, agents, subcontractors and their employees and agents but only to the extent set forth as follows. To the fullest extent of the law, and not with-standing any other provisions of this Agreement, the total liability in the aggregate of WRA and WRA's officers, directors, employees, agents, and WRA's sub-consultants, and any of them, to CLIENT or to anyone claiming by, through and under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement form any cause or causes including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty express or implied of WRA or WRA's officers, directors, employees, agents, WRA's sub-consultants or any or them, shall not exceed the total compensation received by WRA under this Agreement or the total lump sum amount of this proposal, whichever is greater. Under no circumstances shall WRA be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of contractors or materialmen to install work in accordance with the plans and specifications.

7. **Underground Utilities**
CLIENT agrees to hold WRA harmless as a result of unforeseen utility conflicts encountered during construction. The location of existing utilities shown on the design plans will be determined for the best-information available without benefit of physically

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excavating to determine exact locations. The above ground survey, local municipality utility atlases and available as-builts will be used as a basis-of-design.

8. **Arbitration**
   All claims, counterclaims, disputes, and other matters in question between CLIENT and WRA arising out of this Agreement or the breach thereof shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, at the sole discretion of WRA. Notice of demand for arbitration must be filed in writing with the other party to this Agreement and with the American Arbitration Association no later than that date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. In addition, no arbitration proceedings shall include by consolidation, joinder, or in any other manner, any party other than CLIENT and WRA, and arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in questions shall not be expanded to include any other issue. The restriction of the previous sentence as to parties to and issues of the arbitration proceedings may be amended by specific written approval of CLIENT and WRA for each exception.

9. **Notice to Owner**
   If CLIENT is not Fee Owner of the property, the undersigned Fee Owner hereby acknowledges that the services requested of WRA are pursuant to a direct contract between CLIENT and Fee Owner and are intended to improve the real property of Fee Owner. In consideration of the improvements, CLIENT agrees to permit WRA to provide "Notice to Owner" prior to initiation of professional services.

10. **Termination**
    Either CLIENT or WRA may terminate this AGREEMENT without penalty at any time with or without cause upon giving the other party 15-calendar days' prior written notice. CLIENT shall within 15-calendar days of termination pay WRA for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this AGREEMENT. CLIENT shall also reimburse WRA for all of WRA's termination expenses, including, but not limited to, those associated with demobilization reassignment of personnel, and space and equipment costs.

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Exhibit B: Certificate of Insurance

SECTION E

Bella Tara Community Development District

Change order to Purchase Order #2262-02

Change Order No. 1

Project: Kissimmee Park Road Widening Seg 2&3 **Date** 11/7/2025

Owner: Bella Tara CDD

Seller: Ferguson Waterworks

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Additional Material - per Utility Shop Drawings	add	$ 62,062.71
1	Deducted Material - per Utility Shop Drawings	deduct	$ (16,003.48)

Net Change Order Amount $ 46,059.23

Purchase Order Amount Prior to Change Order $ 2,548,793.22

Revised Purchase Order Amount $ 2,594,852.45

Comments

Acceptable To: Ferguson Waterworks — Date 12/9/25

Acceptable To: Trevor Conley — Digitally signed by Trevor Conley Date: 2025.11.14 10:09:27-05'00' — Jr. Davis Construction Company, Inc. — Date 11/14/2025

Approved By: Bella Tara Community Development District — Date 12/15/25

FERGUSON WATERWORKS

FEL-ORLANDO WATERWORKS #126
801 THORPE ROAD
ORLANDO, FL 32824-8016

Phone: 407-859-7473
Fax: 407-859-9561

Deliver To:
From: Nicholas Pellegrino
nicholas.pellegrino1@ferguson.com
Comments:

FEL-ORLANDO WATERWORKS #126
Price Quotation
Phone: 407-859-7473
Fax: 407-859-9561

Bid No: B657687
Bid Date: 10/30/25
Quoted By: NP

Cust Phone:
Terms: CASH ON DEMAND

Customer: BELLA TARA COMMUNITY DEVEL
219 E LIVINGSTON ST
ORLANDO, FL 32801

Ship To: BELLA TARA COMMUNITY DEVEL
219 E LIVINGSTON ST
ORLANDO, FL 32801

Cust PO#: CHANGES

Job Name: KISSIMME PARK SEG2&3

Item	Description	Quantity	Net Price	UM	Total

	MATERIAL TO BE ADDED				

	==========				
	WATER				
	==========				

DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	100	33.910	FT	3391.00
SPWPC12	12 SIGMA BELL REST F/ C900 *PVLOK	2	181.740	EA	363.48
	SUBTOTAL				3754.48

	12" GATE VALVE				

AFC2512MMLAOL	12 DI MJ RW OL GATE VLV L/A	3	2525.190	EA	7575.57
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	6	151.290	EA	907.74
I461SW	2PC SC CI VLV BX 19-22 WTR	3	85.000	EA	255.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	3	35.000	EA	105.00
BVTM	3 BRS VLV ID TAG	3	18.000	EA	54.00
	SUBTOTAL				8897.31

	MJ FITTINGS				

MJ4LA24	24 MJ C153 45 BEND L/A	4	1568.320	EA	6273.28
MJ4LA12	12 MJ C153 45 BEND L/A	2	369.280	EA	738.56
SSLCEP24	24 PVC WDG REST GLND PK *ONELOK	8	537.000	EA	4296.00
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	4	151.290	EA	605.16
	SUBTOTAL				11913.00

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	REUSE				
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DR18PP12	12 C900 DR18 PVC GJ PURP PIPE	20	34.266	FT	685.32
SPWPC12	12 SIGMA BELL REST F/ C900 *PVLOK	1	181.740	EA	181.74
	SUBTOTAL				867.06

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FERGUSON WATERWORKS

FEL-ORLANDO WATERWORKS #126
Price Quotation

Fax: 407-859-9561

14:37:23 OCT 30 2025
Reference No: B657687

Item	Description	Quantity	Net Price	UM	Total
	MJ FITTINGS				

MJ4LA20	20 MJ C153 45 BEND L/A	4	1032.400	EA	4129.60
MJ4LA12	12 MJ C153 45 BEND L/A	2	369.280	EA	738.56
SSLCEP20	20 PVC WDG REST GLND PK *ONELOK	8	463.300	EA	3706.40
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	4	151.290	EA	605.16
	SUBTOTAL				9179.72

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	FORCE MAIN				
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	MJ FITTINGS				

MJ4P4LA16	16 MJ C153 P-401 45 BEND L/A	4	1698.820	EA	6795.28
MJRP4LA1612	16X12 MJ C153 P-401 RED L/A	1	1445.000	EA	1445.00
MJ4P4LA10	10 MJ C153 P-401 45 BEND L/A	4	766.760	EA	3067.04
MJ4P4LAU	6 MJ C153 P-401 45 BEND L/A	2	445.000	EA	890.00
SSLCEP16	16 PVC WDG REST GLND PK *ONELOK	9	312.010	EA	2808.09
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	1	151.290	EA	151.29
SSLCE10AP	10 PVC WDG REST *ONELOK W/A	8	144.320	EA	1154.56
SSLCE6AP	6 PVC WDG REST *ONELOK W/A	4	61.500	EA	246.00
	SUBTOTAL				16557.26

	3" ARV ASSY (1)				

MJTP4LA16U	16X6 MJ C153 P-401 TEE L/A	1	1902.980	EA	1902.98
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	2	312.010	EA	624.02
SDMCPEP06	6 SIGMA FOSTER ADPT W/ MJ ACC KIT	1	228.000	EA	228.00
MJRP4LAUM	6X3 MJ C153 P-401 RED L/A	1	385.700	EA	385.70
SDMCPEP3	3 FOSTER ADPT W/ MJ ACC KIT	2	167.000	EA	334.00
MJ9P4LAM	3 MJ C153 P-401 90 BEND L/A	1	243.020	EA	243.02
AFC2503MMLAOL	3 DI MJ RW OL GATE VLV L/A	1	564.160	EA	564.16
I461SW	2PC SC CI VLV BX 19-22 WTR	1	85.000	EA	85.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	1	35.000	EA	35.00
BVTM	3 BRS VLV ID TAG	1	18.000	EA	18.00
SP-PFHAMPS	3 HDPE MJ/90/FLG PREFAB 5'X4'	1	1475.000	EA	1475.00
H8889860061	3 SS AIR & VAC VLV THRD	1	4344.000	EA	4344.00
FNWNBGS61RF8M	3 316 SS 150# RR FF 1/8 FLG PKG	1	30.000	EA	30.00
WPH30B	13X16X32 BLUE POLY ARV ENC	1	625.000	EA	625.00
	SUBTOTAL				10893.88

Net Total:	$62062.71
Tax:	$0.00
Freight:	$0.00
Total:	$62062.71

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FERGUSON WATERWORKS

FEL-ORLANDO WATERWORKS #126
Price Quotation

Fax: 407-859-9561

14:37:23 OCT 30 2025
Reference No: B657687

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

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FERGUSON WATERWORKS

FEL-ORLANDO WATERWORKS #126
801 THORPE ROAD
ORLANDO, FL 32824-8016

Phone: 407-859-7473
Fax: 407-859-9561

Deliver To:
From: Nicholas Pellegrino
nicholas.pellegrino1@ferguson.com
Comments:

FEL-ORLANDO WATERWORKS #126
Price Quotation
Phone: 407-859-7473
Fax: 407-859-9561

Bid No: B657688
Bid Date: 10/30/25
Quoted By: NP

Cust Phone:
Terms: CASH ON DEMAND

Customer: BELLA TARA COMMUNITY DEVEL
219 E LIVINGSTON ST
ORLANDO, FL 32801

Ship To: BELLA TARA COMMUNITY DEVEL
219 E LIVINGSTON ST
ORLANDO, FL 32801

Cust PO#: DEDUCTIONS

Job Name: KISSIMME PARK SEG2&3

Item	Description	Quantity	Net Price	UM	Total

	MATERIAL TO BE DEDUCTED				

	==========				
	WATER				
	==========				

DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	100	16.650	FT	1665.00
SPWPC8	8 SIGMA BELL REST F/ C900 *PVLOK	4	100.450	EA	401.80
	SUBTOTAL				2066.80

	8" GATE VALVE				

AFC2508MMLAOL	8 DI MJ RW OL GATE VLV L/A	1	1280.020	EA	1280.02
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	2	82.820	EA	165.64
I461SW	2PC SC CI VLV BX 19-22 WTR	1	85.000	EA	85.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	1	35.000	EA	35.00
BVTM	3 BRS VLV ID TAG	1	18.000	EA	18.00
	SUBTOTAL				1583.66

	MJ FITTINGS				

MJ1LA24	24 MJ C153 11-1/4 BEND L/A	2	1356.620	EA	2713.24
SSLCEP24	24 PVC WDG REST GLND PK *ONELOK	4	537.000	EA	2148.00
	SUBTOTAL				4861.24

	==========				
	REUSE				
	==========				

DR18PP16	16 C900 DR18 CL235 PVC PURP PIPE	20	36.206	FT	724.12
SPWPC16	16 SIGMA BELL REST F/ C900 *PVLOK	1	416.978	EA	416.98
	SUBTOTAL				1141.10

	==========				
	FORCE MAIN				

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FERGUSON WATERWORKS

FEL-ORLANDO WATERWORKS #126
Price Quotation

Fax: 407-859-9561

14:37:49 OCT 30 2025
Reference No: B657688

Item	Description	Quantity	Net Price	UM	Total
	==========				

	16" GATE VALVE				

AFC2516MMLAOLBG	16 DI MJ RW OL GATE VLV L/A W/ BG	1	5588.660	EA	5588.66
SSLCEP16	16 PVC WDG REST GLND PK *ONELOK	2	312.010	EA	624.02
I461SS	2PC SC CI VLV BX 19-22 SWR	1	85.000	EA	85.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	1	35.000	EA	35.00
BVTM	3 BRS VLV ID TAG	1	18.000	EA	18.00
	SUBTOTAL				6350.68

Net Total:	$16003.48
Tax:	$0.00
Freight:	$0.00
Total:	$16003.48

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

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Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

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SECTION F

CHANGE ORDER NO. 3

Date of Issuance: **December 18, 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: Outstanding items per plan revisions: monitoring meters, Ph.2 Stockpile, Storm RCP upsizing & storm structure changes, SBD ROW deducts, Off-stie KPR deducts & Cecil's Blind Sanitary Lowering per JDC RCO13 attached

Attachments: **See attached Exhibit A**

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$23,719,258.92

Increase/Decrease from prior Change Orders:

$ 289,212.64

Contract Price prior to this Change Order:

$24,008,471.56

Increase/Decrease of this Change Order:

$ 270,398.36

Contract Price incorporating this Change Order:

$24,278,869.92

CHANGE IN CONTRACT TIMES:

Original Contract Times: 12/31/25

Increase/Decrease from previously approved Change Orders No. 01 to No. 02:

Substantial completion (days): + 60

Ready for final payment (days): + 60

Contract Times prior to this Change Order: 3/01/26

Increase/Decrease of this Change Order: 0

Contract Times with all approved Change Orders: 3/01/26

RECOMMENDED BY:	ACCEPTED:	ACCEPTED:
POULOS & BENNETT, LLC, DISTRICT ENGINEER	**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT**	**JR DAVIS CONSTRUCTION COMPANY, INC.**
By: Digitally signed by Nicolle Van Valkenburg Date: 2026.01.08 13:40:00-05'00'	By: _____	By: _____
Title: _____	Title: CHAIRMAN	Title: CFO/Vice President
Date: _____	Date: 1/13/26	Date: 12/22/25

Bella Tara - RCO13 Outstanding Items

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:	12/11/2025
Company:	Centerline	Date of Plans:	
Phone:	954-579-2015	Revision Date:	
Email:	Kevin@rockharborinvestments.com	Addendums:	
		HCSS#:	2211RCO13

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	GENERAL CONDITIONS				
100	Field General Conditions	1.00	LS	14,586.42	14,586.42
200	Construction Survey / Layout	1.00	LS	9,720.12	9,720.12
	MONITORING METERS				
300	4" Monitoring Meters	6.00	EA	28,456.81	170,740.86
	PHASE 2 STOCKPILE				
400	Excavation of Pond 50 & Haul to Phase 2	25,000.00	CY	3.43	85,750.00
500	Stockpile Escavated Material	25,000.00	CY	0.40	10,000.00
600	Silt Fence	1,900.00	LF	1.00	1,900.00
700	Disking	5.00	AC	500.00	2,500.00
	RCP UPSIZING				
800	Delete - 18" Class III RCP	-87.00	LF	78.00	-6,786.00
900	Add - 48" Class III RCP	87.00	LF	289.00	25,143.00
1000	Delete - 18" Mitered End Section	-1.00	EA	2,765.00	-2,765.00
1100	Add - 48" Mitered End section	1.00	EA	5,910.00	5,910.00
	STORM STRUCTURE CHANGES				
1200	Storm Manhole	1.00	EA	8,940.00	8,940.00
1300	Structure 30-24 Top Slab	1.00	EA	2,850.00	2,850.00
	SBD ROW DEDUCTS				
1400	Delete - 18" Mitered End Section - ROW	-2.00	EA	2,765.00	-5,530.00
1500	Delete - 18" Class III RCP - ROW	-130.00	LF	78.00	-10,140.00
1600	Delete - 12" Stabilized Subgrade - ROW	-396.00	SY	6.40	-2,534.40
1700	Delete - 8" Crushed Concrete Base - ROW	-371.00	SY	24.50	-9,089.50
1800	Delete - 2.5" Type SP-12.5 Asphalt - 2 Lifts - ROW	-371.00	SY	27.09	-10,050.39
2100	Delete - Type F Curb - ROW	-138.00	LF	27.00	-3,726.00
	OFF-SITE KPR DEDUCTS				
2400	Delete Off-Site Clear & Grub	-0.63	AC	5,840.00	-3,679.20
2500	Delete Off-Site Saw Cut	-1,900.00	LF	6.00	-11,400.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2600	Delete Off-Site Maintenance of Traffic	-1.00	LS	16,000.00	-16,000.00
2700	Delete Off-Site 12" Stabilized Subgrade	-1,209.00	SY	14.00	-16,926.00
2800	Delete Off-Site 8" Crushed Concrete Base	-1,104.00	SY	27.00	-29,808.00
2900	Delete Off-Site 2.5" Type SP-12.5 Asphalt(2 Lifts)	-998.00	SY	34.00	-33,932.00
3000	Delete Off-Site KPR Milling & Resurface - 1" Depth	-2,320.00	SY	22.00	-51,040.00
3100	Delete Off-Site KPR 8' Stabilized Shoulder	-738.00	SY	24.00	-17,712.00
3200	Delete Off-Site Swale	-1,580.00	SY	4.50	-7,110.00
3300	Delete Off-Site Pavement Markings	-1.00	LS	12,000.00	-12,000.00
	*****CECIL'S BLIND SANITARY LOWERING*****				
3500	8" SDR35 PVC (6-8' Cut) (Remove/Relay)	484.00	LF	86.00	41,624.00
3600	8" SDR26 PVC (8-10' Cut) (Remove/Relay)	70.00	LF	89.96	6,297.20
3700	8" SDR26 PVC (8-10' Cut)	222.00	LF	45.00	9,990.00
3800	4' Dia. Sanitary MH 2 (0-6' Deep) (Remove/Relay)	1.00	EA	8,650.00	8,650.00
3900	4' Dia. Sanitary MH 1 (6-8' Deep) (Remove/Relay)	1.00	EA	10,900.00	10,900.00
4000	4' Dia. SMH 12 (8-10' Deep) (Remove/Relay)	1.00	EA	12,562.49	12,562.49
4100	4' Dia. Sanitary MH 154B (6-8' Deep)	1.00	EA	8,870.00	8,870.00
4200	Double Sanitary Service (Remove/Relay)	9.00	EA	3,519.00	31,671.00
4300	Single Sanitary Service (Remove/Relay)	2.00	EA	2,700.00	5,400.00
4400	Water Service Replacements	10.00	EA	2,581.50	25,815.00
4500	4" C900 DR18 PVC Reuse Water (Remove/Relay)	114.00	LF	34.28	3,907.92
4600	4" MJ Gate Valve Reuse Water (Remove/Relay)	1.00	EA	2,008.00	2,008.00
4700	2" Blow Off Assembly Reuse Water (Remove/Relay)	1.00	EA	1,888.00	1,888.00
4800	Dewatering	1.00	LS	13,002.84	13,002.84
GRAND TOTAL					**$270,398.36**

NOTES:

The Remove/Relay price of Sanitary Structures does not include the price for whole structure replacements.

The Remove/Relay of pipe is reusing currently insalled pipe. Any required replacement pipe will be an additional cost.

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.

SECTION G

SECTION 1

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.
   NAME: Tim Jones
   ADDRESS: P.O. Box 157, Astatula, Florida 34705
   TELEPHONE NUMBER: 352-742-2333
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.

   $ **276,262.00**
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**

CHAIRMAN — 12/1/25

Authorized Signature (Title) — Date

CONTRACTOR: **JR Davis Construction Company, Inc.**

Trevor Conley — 11/24/2025

Digitally signed by Trevor Conley
DN: C=US, E=trevor.conley@jrdavis.com, O="JR Davis Construction Company, Inc.", CN=Trevor Conley
Date: 2025.11.24 12:49:31 -05'00'

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:	Mack Concrete Industries, Inc.
Address:	c/o 219 E. Livingston Street Orlando, Florida 32801	Address:	PO Box 157 Astatula, Florida 34705
Phone:	(407) 841-5524	Phone:	352-742-2333

"Project"

Project Name:	Kissimmee Park Rd Project	Contract Date:	August 15, 2025, as assigned September 26, 2025
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_____days from the date of this Order.
Price – $276,262.00
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
By:
Name: ERNESTO MITSUMASU
Title: CHAIRMAN
Date Executed: 12/1/25

MACK CONCRETE INDUSTRIES, INC.
Seller
By:
Name: Meghan Knotts
Title: Sales
Date Executed: 11·24·25

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

EXHIBIT A

VENDOR'S PROPOSAL

MACK CONCRETE INDUSTRIES, INC.

P.O. Box 157, ASTATULA, FLORIDA 34705
PH: 352-742-2333 / FAX: 352-742-0799
WEB SITE: HTTP://WWW.MACKCONCRETE.COM

Precast Manholes
Wet Wells and Dry Wells
Box Culverts

Precast Municipal Inlets
D.O.T. Precast Structures
Specialty Precast Items

Customer: ***Bella Tara Community Development District***
Ref. Proj: **KISSIMMEE PARK ROAD WIDENING SEG. 2, 3**
Location: KISSIMMEE, OSCEOLA CO.
Engineer: HWA
Owner:

Date: **9/17/2025**
Quote #: **QF70723** **REV. 6**
Bid Date: **5/21/2025**

The Following Items Are Proposed To Be Furnished

Estimated Quantity	Item	Item	Unit Price	Totals
4	TYPE P MANHOLE, USF 170IL R/C (MH-4A,7)		$1,975	$7,900
1	TYPE J MANHOLE, USF 170IL R/C (MH-4)		$4,285	$4,285
41	TYPE P-5 CURB INLET, USF 5160-6310 F/G (S-19,19A,21,21A,22,22A,22B,22C,24A,24B		$1,843	$75,576
	26,26A,27,27A,29,29A,30,30A,31,31A,32,32A,34A,36A,38A,38B,40,40B,40C,40D,40E,41D,			
	41E,42,42A,42B,42C,42D,43,44)			
9	TYPE J-5 CURB INLET, USF 5160-6310 F/G (S-24,34,36,37,38,39,39A,39B)		$4,504	$40,536
50	TYPE 5 CURB INLET TOP		$1,275	$63,750
12	TYPE P-6 CURB INLET, USF 5160-6310 F/G (S-20,20A,28,28A,33A,35A,39C,39D,41,41A,41B,41C)		$1,765	$21,182
2	TYPE J-6 CURB INLET, USF 5160-6310 F/G (S-33,35)		$4,101	$8,202
14	TYPE 6 CURB INLET TOP		$1,700	$23,800
1	TYPE E CONTROL STR., USF 6608 GRATE, SKIMMER, C&E (DS-KPR-2)		$5,355	$5,355
2	48"x76" HEADWALL (HW-4,5)		$8,700	$17,400
	NOTE: HEAVY LIFT APPROX. 17.5 TONS			
2	42" SINGLE HEADWALL (INDEX 430-030)		$4,138	$8,276
	NOTE: JOINT SEALANT FOR STORM: $95.00 PER BOX			
			Total	**$276,262**

The above prices are F.O.B. jobsite location. The materials are to be unloaded and installed by the purchaser. Should field problems arise to materials covered by this contract, the Purchaser agrees to notify the Seller prior to performing corrective work. Sales tax not included. Prices are based on truck load shipments. Unanticipated supplemental shipments may result in additional freight and handling charges. Demurrage charges may be charged to the purchaser. Prices are firm for thirty (30) days. Prices are contingent upon approval of our design and specifications.

Very Truly Yours,

TIM JONES
tjones@mackconcrete.com
Mack Concrete Industries Inc.
Cell #: 321-247-1575

Company: _____
Accepted By _____
Title: _____
Date: _____
Purchaser Job No.: _____
Project Taxable: Yes: _____ No: _____
Tax Exempt No: _____

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 Mack Concrete Industries, 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 August 15, 2025 with JR Davis Construction Company Inc. for the construction of public infrastructure associated with the Kissimmee Park Road 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.

EM 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.

EM 2. The vendor's invoice will be issued directly to Governmental Entity.

EM 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

EM 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.

EM 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	12/1/25
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.

SECTION 2

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.
   NAME: Nick Pellegrino
   ADDRESS: 801 Thorpe Road, Orlando, Florida 32824
   TELEPHONE NUMBER: 407-859-7473
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.

   $ **2,548,793.22**
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**

[SIGNATURE ON THE FOLLOWING PAGE]

Authorized Signature (Title) Date

CONTRACTOR: **JR Davis Construction Company, Inc.**

Trevor Conley Digitally signed by Trevor Conley Date: 2025.11.14 11:34:28-05'00'

11/14/2025

Authorized Signature (Title) Date

Attachment: Purchase Order and Schedule of Items

Docusign Envelope ID: B147031B-83C4-415A-9D7D-6B00205F4D12

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.
   NAME: Nick Pellegrino
   ADDRESS: 801 Thorpe Road, Orlando, Florida 32824
   TELEPHONE NUMBER: 407-859-7473
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.

   $ **2,548,793.22**
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:
Ernesto Mitsumasu
FEBC02ACE9F1442...

Authorized Signature (Title) — Date: 11/19/2025

CONTRACTOR: **JR Davis Construction Company, Inc.**

[SIGNATURE ON THE PREVIOUS PAGE]

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:	FEL-Orlando Waterworks LLC
Address:	c/o 219 E. Livingston Street Orlando, Florida 32801	Address:	801 Thorpe Road Orlando, Florida 32824
Phone:	(407) 841-5524	Phone:	407-859-7473

"Project"

Project Name:	Kissimmee Park Rd Project	Contract Date:	August 15, 2025, as assigned September 26, 2025
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 as soon as possible from the date of this Order.
Price – $2,548,793.22
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

By:

Name: [SIGNATURE ON THE FOLLOWING PAGE]

Title:

Date Executed:

FERGUSON WATERWORKS

Seller

By: RMS

Name: Ryan Smith

Title: Sales Mgr.

Date Executed: 11/4/25

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

Docusign Envelope ID: B147031B-83C4-415A-9D7D-6B00205F4D12

PURCHASE ORDER
BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

"Owner"		"Seller"	
Owner:	Bella Tara Community Development District	Seller:	FEL-Orlando Waterworks LLC
Address:	c/o 219 E. Livingston Street Orlando, Florida 32801	Address:	801 Thorpe Road Orlando, Florida 32824
Phone:	(407) 841-5524	Phone:	407-859-7473

"**Project**"

Project Name:	Kissimmee Park Rd Project	Contract Date:	August 15, 2025, as assigned September 26, 2025
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 as soon as possible from the date of this Order.
Price – $2,548,793.22
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

By: DocuSigned by: Ernesto Mitsumasu FEBC02ACE9F1442...

Name: Ernesto Mitsumasu

Title: Chairman

Date Executed: 11/19/2025

FERGUSON WATERWORKS

Seller

By: [SIGNATURE ON THE PREVIOUS PAGE]

Name:

Title:

Date Executed:

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

EXHIBIT A

VENDOR'S PROPOSAL

FERGUSON WATERWORKS

FEL-ORLANDO WATERWORKS #126
801 THORPE ROAD
ORLANDO, FL 32824-8016

Phone: 407-859-7473
Fax: 407-859-9561

Deliver To:
From: **Nicholas Pellegrino**
nicholas.pellegrino1@ferguson.com
Comments:

FEL-ORLANDO WATERWORKS #126
Price Quotation
Phone: 407-859-7473
Fax: 407-859-9561

Bid No: B655114
Bid Date: 10/01/25
Quoted By: NP

Cust Phone:
Terms: NET 10TH PROX

Customer: BELLA TARA COMMUNITY DEVEL
219 E LIVINGSTON ST
ORLANDO, FL 32801

Ship To: JR DAVIS CONSTRUCTION CO
210 HANGAR RD
KISSIMMEE, FL 34741

Cust PO#:

Job Name: KISSIMME PARK SEG2&3

Item	Description	Quantity	Net Price	UM	Total
	**********				
	**********				

	KISSIMMEE PARK ROAD WIDEN				
	TOHO WTR AUTH				

	ENG: HWA INC.				
	DWG: 04/22/25				

	==========				
	UNDERDRAIN				
	==========				

A06730100BS	6X100 SGL WAL PERF HDPE PIPE W/SOCK	1100	2.750	FT	3025.00
GEON031125360	12-1/2X360 FT N031 N/WOV 500 SY	2	258.000	RL	516.00
	SUBTOTAL				3541.00

	TERM C/O ASSY (10)				

A0613AA	6 DUAL WALL N12 HDPE BOE SNAP COUP	10	11.000	EA	110.00
N0674AG	6 CLEANOUT ADPT W/ PLUG	10	110.000	EA	1100.00
A06650020IB	6X20 N12 COR W/TITE HDPE PIPE BE	40	4.100	FT	164.00
	SUBTOTAL				1374.00

	==========				
	Force Main				
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	FM Pipe				

DR18GP16	16 C900 DR18 CL235 PVC GJ GREE PIPE	6700	36.206	FT	242580.20
DR25GP12	12 C900 DR25 PVC GJ GREE PIPE	100	24.850	FT	2485.00
DR25GP10	10 C900 DR25 PVC GJ GREE PIPE	40	17.650	FT	706.00
DR25GPU	6 C900 DR25 PVC GJ GREE PIPE	20	6.950	FT	139.00
3M7100254633	6X500 FT 7904 EMS SWR TAPE GREE	14	1205.000	EA	16870.00
PSLUBXL1G	1 GAL 8 LB PIPE JT LUB NSF NEW FORM	13	15.000	EA	195.00

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Price Quotation

Fax: 407-859-9561

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Item	Description	Quantity	Net Price	UM	Total
	SUBTOTAL				262975.20

	BELL RESTRAINTS				

SPWPC16	16 SIGMA BELL REST F/ C900 *PVLOK	60	416.978	EA	25018.68
SPWPC12	12 SIGMA BELL REST F/ C900 *PVLOK	4	181.740	EA	726.96
	SUBTOTAL				25745.64

	16" GATE VALVE (9)				
	W/ GEAR				

AFC2516MMLAOLBG	16 DI MJ RW OL GATE VLV L/A W/ BG	9	5588.660	EA	50297.94
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	18	312.010	EA	5616.18
I461SS	2PC SC CI VLV BX 19-22 SWR	9	85.000	EA	765.00
SBOXLOK1	1 BOXLOK VLV BX ALIGNER	9	35.000	EA	315.00
BVTM	3 BRS VLV ID TAG	9	18.000	EA	162.00
	SUBTOTAL				57156.12

	12" GATE VALVE				

AFC2512MMLAOL	12 DI MJ RW OL GATE VLV L/A	1	2525.190	EA	2525.19
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	2	151.290	EA	302.58
I461SS	2PC SC CI VLV BX 19-22 SWR	1	85.000	EA	85.00
SBOXLOK1	1 BOXLOK VLV BX ALIGNER	1	35.000	EA	35.00
BVTM	3 BRS VLV ID TAG	1	18.000	EA	18.00
	SUBTOTAL				2965.77

	10" GATE VALVE (6)				

AFC2510MMLAOL	10 DI MJ RW OL GATE VLV L/A	6	1995.470	EA	11972.82
SSLCE10AP	10 PVC WDG REST *ONELOK W/A	12	144.320	EA	1731.84
I461SS	2PC SC CI VLV BX 19-22 SWR	6	85.000	EA	510.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	6	35.000	EA	210.00
BVTM	3 BRS VLV ID TAG	6	18.000	EA	108.00
	SUBTOTAL				14532.66

	16" MJ P401 Fittings				

MJYP4LA1612	16X12 MJ C153 P-401 WYE L/A	1	3220.740	EA	3220.74
SP-MJYP4LA1610	16X10 MJ C153 P-401 WYE L/A	2	3950.000	EA	7900.00
MJ4P4LA16	16 MJ C153 P-401 45 BEND L/A	28	1698.820	EA	47566.96
MJ1P4LA16	16 MJ C153 P-401 11-1/4 BEND L/A	13	1713.320	EA	22273.16
MJTPP416K	16X2 MJ C153 P-401 TAPT PLUG	1	1450.580	EA	1450.58
MJTCAPP4LA16K	16X2 MJ C153 P-401 TAP CAP L/A	1	1246.820	EA	1246.82
SSLCEP16	16 PVC WDG REST GLND PK *ONELOK	14	312.010	EA	4368.14
E2016PV	16 MEGALUG F/ C905 PVC	73	312.630	EA	22821.99
IMJBGP16	16 MJ C153 BLT GSKT PK L/ GLAND	73	0.000	EA	0.00
IMJBGP16	16 MJ C153 BLT GSKT PK L/ GLAND	1	76.000	EA	76.00
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	1	151.290	EA	151.29
SSLCE10AP	10 PVC WDG REST *ONELOK W/A	2	144.320	EA	288.64
SSLCE6AP	6 PVC WDG REST *ONELOK W/A	1	61.500	EA	61.50
	SUBTOTAL				111425.82

	12" MJ P401 Fittings				

MJ4P4LA12	12 MJ C153 P-401 45 BEND L/A	1	1027.760	EA	1027.76
MJTPP412K	12X2 MJ C153 P-401 TAPT PLUG	1	849.120	EA	849.12
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	2	151.290	EA	302.58

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IMJBGP12	12 MJ C153 BLT GSKT PK L/ GLAND	1	49.000	EA	49.00
	SUBTOTAL				2228.46

	10" MJ P401 Fittings				

MJ4P4LA10	10 MJ C153 P-401 45 BEND L/A	3	766.760	EA	2300.28
MJTPP410K	10X2 MJ C153 P-401 TAPT PLUG	2	792.280	EA	1584.56
SSLCE10AP	10 PVC WDG REST *ONELOK W/A	6	144.320	EA	865.92
IMJBGP10	10 MJ C153 BLT GSKT PK L/ GLAND	2	45.000	EA	90.00
	SUBTOTAL				4840.76

	Connect To Existing				

SSLCE16AP	16 PVC WDG REST *ONELOK W/A	1	312.010	EA	312.01
	SUBTOTAL				312.01

	2" Temp Blow Off				

FC8477NL	LF 2 MIP X CTS PJ COUP	3	89.872	EA	269.62
PEC9BLK100	2X100 CTS DR9 HDPE BLUE PIPE	100	215.000	C	215.00
FB41777WNL	LF 2 CTS COMP X FIP BALL CURB LW	3	345.613	EA	1036.84
C00121014	JMBO PLAS BLAC MTR BX CI RDR 3 SLOT	3	87.000	EA	261.00
	SUBTOTAL				1782.46

	3" ARV ASSY (9)				

MJTP4LA16U	16X6 MJ C153 P-401 TEE L/A	9	1902.980	EA	17126.82
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	18	312.010	EA	5616.18
SDMCPEP06	6 SIGMA FOSTER ADPT W/ MJ ACC KIT	9	228.000	EA	2052.00
MJRP4LAUM	6X3 MJ C153 P-401 RED L/A	9	385.700	EA	3471.30
SDMCPEP3	3 FOSTER ADPT W/ MJ ACC KIT	18	167.000	EA	3006.00
MJ9P4LAM	3 MJ C153 P-401 90 BEND L/A	9	243.020	EA	2187.18
AFC2503MMLAOL	3 DI MJ RW OL GATE VLV L/A	9	564.160	EA	5077.44
I461SS	2PC SC CI VLV BX 19-22 SWR	9	85.000	EA	765.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	9	35.000	EA	315.00
BVTM	3 BRS VLV ID TAG	9	18.000	EA	162.00
SP-PFHAMPS	3 HDPE MJ/90/FLG PREFAB 5'X4'	9	1475.000	EA	13275.00
H8889860061	3 SS AIR & VAC VLV THRD	9	4344.000	EA	39096.00
FNWNBGS61RF8M	3 316 SS 150# RR FF 1/8 FLG PKG	9	30.000	EA	270.00
WPH30B	13X16X32 BLUE POLY ARV ENC	9	625.000	EA	5625.00
	SUBTOTAL				98044.92

	12X2 ARV ASSY				

FFCD2021320IP7	12X2 IP DUAL STRP SS EPOXY SDL	1	155.470	EA	155.47
FFB17007NL	LF 2 MIP X FIP BALL CORP	1	283.004	EA	283.00
IS6CTS9K	2 SS 316 150# THRD ST 90 ELL	1	33.740	EA	33.74
IS46NK12	2X12 SS S40 316L WLD NIP	1	80.540	EA	80.54
AFC2602SSOL	2 DI THRD RW OL GATE VLV	1	450.240	EA	450.24
I461SS	2PC SC CI VLV BX 19-22 SWR	1	85.000	EA	85.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	1	35.000	EA	35.00
BVTM	3 BRS VLV ID TAG	1	18.000	EA	18.00
IS46NK48	2X48 SS S40 316L WLD NIP	2	220.270	EA	440.54
IS6CT9K	2 SS 316 150# THRD 90 ELL	1	22.630	EA	22.63
FNW200AK	2 SS 1000# THRD 2PC FP BV LL	1	347.700	EA	347.70
IS46NKP	2X4 SS S40 316L WLD NIP	2	37.615	EA	75.23
IS6CTTK	2 SS 316 150# THRD TEE	1	31.530	EA	31.53
IS6CTSPK	2 SS 316 150# THRD SQ HD PLUG	1	14.200	EA	14.20

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H8889860041	2 SS AIR & VAC VLV THRD	1	4283.220	EA	4283.22
WPH30G	13X16X32 GREE POLY ARV ENC	1	645.000	EA	645.00
	SUBTOTAL				7001.04

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	WATER				
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DR18BP24	24 C900 DR18 CL235 PVC GJ BLUE PIPE	6520	81.753	FT	533029.56
DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	220	33.910	FT	7460.20
DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	200	16.650	FT	3330.00
3M7100254242	6X500 FT 7903 EMS WTR TAPE BLUE	15	1205.000	EA	18075.00
PSLUBXL1G	1 GAL 8 LB PIPE JT LUB NSF NEW FORM	15	15.000	EA	225.00
	SUBTOTAL				562119.76

	Bell Restraints				

SPWPC24	24 SIGMA BELL REST F/ C900 *PVLOK	90	1086.150	EA	97753.50
SPWPC12	12 SIGMA BELL REST F/ C900 *PVLOK	10	181.740	EA	1817.40
SPWPC8	8 SIGMA BELL REST F/ C900 *PVLOK	6	100.450	EA	602.70
	SUBTOTAL				100173.60

	24" GATE VALVE (20)				
	W/ GEAR				

AFC2524MMLAOLBG	24 DI MJ RW OL GATE VLV L/A W/ BG	20	15265.000	EA	305300.00
SSLCE24AP	24 PVC WDG REST *ONELOK W/A	40	536.690	EA	21467.60
I461SW	2PC SC CI VLV BX 19-22 WTR	20	85.000	EA	1700.00
SBOXLOK1	1 BOXLOK VLV BX ALIGNER	20	35.000	EA	700.00
BVTM	3 BRS VLV ID TAG	20	18.000	EA	360.00
	SUBTOTAL				329527.60

	24" MJ Fittings				

MJRLA2416	24X16 MJ C153 RED L/A	1	1180.000	EA	1180.00
MJTLA24	24 MJ C153 TEE L/A	1	2615.800	EA	2615.80
MJTLA2412	24X12 MJ C153 TEE L/A	2	1819.460	EA	3638.92
MJTLA24X	24X8 MJ C153 TEE L/A	3	1566.000	EA	4698.00
MJ4LA24	24 MJ C153 45 BEND L/A	40	1568.320	EA	62732.80
MJ1LA24	24 MJ C153 11-1/4 BEND L/A	8	1356.620	EA	10852.96
MJTP24K	24X2 MJ C153 TAP PLUG	1	1161.160	EA	1161.16
SSLCEP24	24 PVC WDG REST GLND PK *ONELOK	110	537.000	EA	59070.00
IMJBGP24	24 MJ C153 BLT GSKT PK L/ GLAND	1	121.000	EA	121.00
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	1	312.010	EA	312.01
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	2	151.290	EA	302.58
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	3	82.820	EA	248.46
	SUBTOTAL				146933.69

	12" GATE VALVE (4)				

AFC2512MMLAOL	12 DI MJ RW OL GATE VLV L/A	4	2525.190	EA	10100.76
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	8	151.290	EA	1210.32
I461SW	2PC SC CI VLV BX 19-22 WTR	4	85.000	EA	340.00
SBOXLOK1	1 BOXLOK VLV BX ALIGNER	4	35.000	EA	140.00
BVTM	3 BRS VLV ID TAG	4	18.000	EA	72.00
	SUBTOTAL				11863.08

	8" GATE VALVE (5)				

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Item	Description	Quantity	Net Price	UM	Total
AFC2508MMLAOL	8 DI MJ RW OL GATE VLV L/A	5	1280.020	EA	6400.10
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	10	82.820	EA	828.20
I461SW	2PC SC CI VLV BX 19-22 WTR	5	85.000	EA	425.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	5	35.000	EA	175.00
BVTM	3 BRS VLV ID TAG	5	18.000	EA	90.00
	SUBTOTAL				7918.30

	12" MJ Fittings				

MJTP12K	12X2 MJ C153 TAP PLUG	4	209.380	EA	837.52
IMJBGP12	12 MJ C153 BLT GSKT PK L/ GLAND	4	49.000	EA	196.00
	SUBTOTAL				1033.52

	8" MJ Fittings				

MJ4LAX	8 MJ C153 45 BEND L/A	2	155.440	EA	310.88
MJTPXK	8X2 MJ C153 TAP PLUG	2	135.720	EA	271.44
SSLCE8AP	8 PVC WDG REST *ONELOK W/A	4	82.820	EA	331.28
IMJBGPX	8 MJ C153 BLT GSKT PK L/ GLAND	2	34.000	EA	68.00
	SUBTOTAL				981.60

	Fire Hydrant Assembly				

MJSTLA24U	24X6 MJ C153 SWVL TEE L/A	4	1786.400	EA	7145.60
MJTLA24U	24X6 MJ C153 TEE L/A	1	1547.440	EA	1547.44
SSLCE24AP	24 PVC WDG REST *ONELOK W/A	10	536.690	EA	5366.90
SSLCE6AP	6 PVC WDG REST *ONELOK W/A	12	61.500	EA	738.00
AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	5	804.420	EA	4022.10
I461SW	2PC SC CI VLV BX 19-22 WTR	5	85.000	EA	425.00
BVTM	3 BRS VLV ID TAG	5	18.000	EA	90.00
MJSHAU13	6X13 MJ C153 SWVL X SOL HYD ADPT	5	214.020	EA	1070.10
IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	15	32.000	EA	480.00
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	40	9.760	FT	390.40
AFCB84BLAOLP	5-1/4 VO B84B HYD 4'0 OL L/A	5	2850.000	EA	14250.00
	SUBTOTAL				35525.54

	Connect To Existing				

SSLCEP24	24 PVC WDG REST GLND PK *ONELOK	2	536.690	EA	1073.38
	SUBTOTAL				1073.38

	Temp Jumper Assy				

FFCD2022650IP7	24X2 IP DUAL STRP SS EPOX SDL	5	294.436	EA	1472.18
FFCD2021840IP7	16X2 IP DBL STRP SS EPOX SDL	1	205.603	EA	205.60
FFB17007NL	LF 2 MIP X FIP BALL CORP	6	283.004	EA	1698.02
IBRLFCPLUGK	LF 2 BRS SQ HD CORED PLUG	6	15.000	EA	90.00
	SUBTOTAL				3465.80

	2" TEP B/O ASSY (7)				

FC8477NL	LF 2 MIP X CTS PJ COUP	7	89.872	EA	629.10
PEC9BLK100	2X100 CTS DR9 HDPE BLUE PIPE	200	215.000	C	430.00
FB41777WNL	LF 2 CTS COMP X FIP BALL CURB LW	7	345.613	EA	2419.29
C00121014	JMBO PLAS BLAC MTR BX CI RDR 3 SLOT	7	87.000	EA	609.00
	SUBTOTAL				4087.39

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	Reclaim				
	==========				

DR18PP20	20 C900 DR18 CL235 PVC PURP PIPE	6680	56.856	FT	379798.08
DR18PP16	16 C900 DR18 CL235 PVC PURP PIPE	20	36.206	FT	724.12
DR18PP12	12 C900 DR18 PVC GJ PURP PIPE	20	34.266	FT	685.32
DR18PPX	8 C900 DR18 PVC GJ PURP PIPE	20	16.202	FT	324.04
DR18PPU	6 C900 DR18 PVC GJ PURP PIPE	120	9.553	FT	1146.36
DR18PPP	4 C900 DR18 PVC GJ PURP PIPE	20	4.990	FT	99.80
3M7100254465	6X500 FT 7908 EMS RECLMD TAPE PURP	14	1205.000	EA	16870.00
PSLUBXL1G	1 GAL 8 LB PIPE JT LUB NSF NEW FORM	14	15.000	EA	210.00
	SUBTOTAL				399857.72

	Bell Restraints				

SPWPC20	20 SIGMA BELL REST F/ C900 *PVLOK	75	737.100	EA	55282.50
SPWPC6	6 SIGMA BELL REST F/ C900 *PVLOK	6	60.270	EA	361.62
	SUBTOTAL				55644.12

	20" GATE VALVE (14)				
	W/ GEAR				

AFC2520MMLAOLBG	20 DI MJ RW OL GATE VLV L/A W/ BG	14	11103.100	EA	155443.40
SSLCE20AP	20 PVC WDG REST *ONELOK W/A	28	463.300	EA	12972.40
SVBFLRW	3PC SC CI VLV BX 19-22 SQ RECL	14	95.000	EA	1330.00
SBOXLOK1	1 BOXLOK VLV BX ALIGNER	14	35.000	EA	490.00
BVTM	3 BRS VLV ID TAG	14	18.000	EA	252.00
	SUBTOTAL				170487.80

	12" GATE VALVE				

AFC2512MMLAOL	12 DI MJ RW OL GATE VLV L/A	1	2525.190	EA	2525.19
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	2	151.290	EA	302.58
SVBFLRW	3PC SC CI VLV BX 19-22 SQ RECL	1	95.000	EA	95.00
SBOXLOK1	1 BOXLOK VLV BX ALIGNER	1	35.000	EA	35.00
BVTM	3 BRS VLV ID TAG	1	18.000	EA	18.00
	SUBTOTAL				2975.77

	6" GATE VALVE				

AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	1	804.420	EA	804.42
SSLCE6AP	6 PVC WDG REST *ONELOK W/A	2	61.500	EA	123.00
SVBFLRW	3PC SC CI VLV BX 19-22 SQ RECL	1	95.000	EA	95.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	1	35.000	EA	35.00
BVTM	3 BRS VLV ID TAG	1	18.000	EA	18.00
	SUBTOTAL				1075.42

	4" GATE VALVE (2)				

AFC2504MMLAOL	4 DI MJ RW OL GATE VLV L/A	2	630.170	EA	1260.34
SSLCE4AP	4 PVC WDG REST *ONELOK W/A	4	49.200	EA	196.80
SVBFLRW	3PC SC CI VLV BX 19-22 SQ RECL	2	95.000	EA	190.00
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	2	35.000	EA	70.00
BVTM	3 BRS VLV ID TAG	2	18.000	EA	36.00
	SUBTOTAL				1753.14

	20" MJ Fittings				

SP-MJCRLA2016	20X16 MJ C153 CRS L/A	1	3550.000	EA	3550.00

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MJTLA2016	20X16 MJ C153 TEE L/A	1	1601.380	EA	1601.38
MJTLA2012	20X12 MJ C153 TEE L/A	1	1626.900	EA	1626.90
MJTLA20U	20X6 MJ C153 TEE L/A	2	1285.860	EA	2571.72
MJ4LA20	20 MJ C153 45 BEND L/A	36	1032.400	EA	37166.40
MJ1LA20	20 MJ C153 11-1/4 BEND L/A	12	1016.160	EA	12193.92
MJRLA2016	20X16 MJ C153 RED L/A	1	685.560	EA	685.56
MJTP20K	20X2 MJ C153 TAP PLUG	1	856.660	EA	856.66
SSLCEP20	20 PVC WDG REST GLND PK *ONELOK	105	463.300	EA	48646.50
IMJBGP20	20 MJ C153 BLT GSKT PK L/ GLAND	1	102.000	EA	102.00
SSLCE16AP	16 PVC WDG REST *ONELOK W/A	4	312.010	EA	1248.04
	SUBTOTAL				110249.08

	12" MJ Fittings				

MJTP12K	12X2 MJ C153 TAP PLUG	1	209.380	EA	209.38
IMJBGP12	12 MJ C153 BLT GSKT PK L/ GLAND	1	49.000	EA	49.00
	SUBTOTAL				258.38

	6" MJ Fittings				

MJ4LAU	6 MJ C153 45 BEND L/A	2	106.720	EA	213.44
MJSEBRLAUP	6X4 SEMJ C153 RED L/A	2	79.460	EA	158.92
MJTPUK	6X2 MJ C153 TAP PLUG	1	101.500	EA	101.50
SSLDE6AP	6 DI WDG REST *ONELOK W/A	2	52.890	EA	105.78
SSLCE6AP	6 PVC WDG REST *ONELOK W/A	4	61.500	EA	246.00
IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	1	32.000	EA	32.00
SSLCE4AP	4 PVC WDG REST *ONELOK W/A	2	49.200	EA	98.40
	SUBTOTAL				956.04

	Connect To Existing				

SSLCEP20	20 PVC WDG REST GLND PK *ONELOK	1	463.300	EA	463.30
	SUBTOTAL				463.30

	2" TEMP B/O ASSY (5)				

FC8477NL	LF 2 MIP X CTS PJ COUP	5	89.872	EA	449.36
PEC9PLK100	2X100 CTS DR9 HDPE PIPE PURP	200	215.000	C	430.00
FB41777WNL	LF 2 CTS COMP X FIP BALL CURB LW	5	345.613	EA	1728.07
C00121014	JMBO PLAS BLAC MTR BX CI RDR 3 SLOT	5	87.000	EA	435.00
	SUBTOTAL				3042.43

	2" RECLAIM SERVICE (2)				

FFC2022160IP7	20X2 IP DBL STRP SS EPOX SDL	2	262.748	EA	525.50
FFB11007NL	LF 2 MIP X CTS PJ BALL CORP	2	299.084	EA	598.17
FB41777WNL	LF 2 CTS COMP X FIP BALL CURB LW	2	345.613	EA	691.23
N217PBCR	*0419 13X20 JMBO VLV BX W/ CVR RCLM	2	83.000	EA	166.00
PEC9PLK100	2X100 CTS DR9 HDPE PIPE PURP	100	215.000	C	215.00
3M7100254465	6X500 FT 7908 EMS RECLMD TAPE PURP	1	1205.000	EA	1205.00
	SUBTOTAL				3400.90

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=126&on=71489

FERGUSON WATERWORKS

FEL-ORLANDO WATERWORKS #126
Price Quotation

Fax: 407-859-9561

13:31:56 OCT 03 2025
Reference No: B655114

==========

Net Total:	$2548793.22
Tax:	$0.00
Freight:	$0.00
Total:	$2548793.22

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. ~~This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web a~~t https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=126&on=71489

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 utmost importance with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel the affected part of this Order 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. Acceptance shall be deemed to have occurred within five (5) days after delivery unless Owner notifies Seller of any defects or discrepancies.
    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.
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 Ownerfrom later rejecting non-conforming Goods. With respect to the underlying products, OWNER'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE MANUFACTURER. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. The warranty provided herein shall survive the completion or termination of this Order.
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. In on event will either party be liable for any consequential damages hereunder. 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 each Party.
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. 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. Notwithstanding anything herein to the contrary, Owner shall not be entitled to terminate without cause with respect to any special order or specially fabricated materials unless Seller can terminate its orders with its vendors and in such event, Owner shall be required to pay to Supplier any actual costs incurred by Seller in connection with such termination, including but not limited to termination, cancellation or restocking fees.
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) shallcontrol. 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.

Docusign Envelope ID: B147031B-83C4-415A-9D7D-6B00205F4D12

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 FEL-Orlando Waterworks, LLC 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 August 15, 2025 with JR Davis Construction Company Inc. for the construction of public infrastructure associated with the Kissimmee Park Road 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.

EM 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.

EM 2. The vendor's invoice will be issued directly to Governmental Entity.

EM 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

EM 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.

EM 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.

DocuSigned by:
Ernesto Mitsumasu
FEBC02AGE9E1442...

Signature of Authorized Representative

Chairman
Title

Ernesto Mitsumasu
Purchaser's Name (Print or Type)

11/19/2025
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.

SECTION 3

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.
   NAME: Chris Sampson
   ADDRESS: 2313 Vulcan Road, Apopka, Florida 32703
   TELEPHONE NUMBER: 407-841-5524
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.

   $ **438,117.60**
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**

Authorized Signature (Title) — Date: 12/15/25

CONTRACTOR: **JR Davis Construction Company, Inc.**

Trevor Conley
Digitally signed by Trevor Conley
DN: C=US, E=trevor.conley@jr-davis.com, O="Jr. Davis Construction Company, Inc.", CN=Trevor Conley
Date: 2025.12.01 13:03:21-05'00'

Authorized Signature (Title) — Date: **12/1/2025**

Attachment: Purchase Order and Schedule of Items

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials

PURCHASE ORDER
BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

"Owner"		"Seller"	
Owner:	Bella Tara Community Development District	Seller:	Hydro Conduit, LLC d/b/a Rinker Materials
Address:	c/o 219 E. Livingston Street Orlando, Florida 32801	Address:	2313 Vulcan Road, Apopka, Florida 32703
Phone:	(407) 841-5524	Phone:	407-841-5524

"**Project**"

Project Name:	Kissimmee Park Rd Project	Contract Date:	August 15, 2025, as assigned September 26, 2025
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_____days from the date of this Order.
Price – $438,117.60
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
By: _____
Name: Ernesto Mitsumasu
Title: Chairman
Date Executed: 12/15/25

HYDRO CONDUIT, LLC d/b/a RINKER MATERIALS
Seller
By: Joleen Kirkland
Name: Joleen Kirkland
Title: Inside Sales
Date Executed: 12/2/25

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

EXHIBIT A

VENDOR'S PROPOSAL

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

Rinker MATERIALS™ A QUIKRETE® COMPANY

Quotation

Quote # QUO-797624-W3P1K8

Date	10/20/2025	**Account Name**	Bella Tara Community Development District	**Reply-To**	
Quote #	QUO-797624-W3P1K8	**Contact Name**	Chris Sampson	**Account Manager**	Christopher Sampson
Revision #	1	**Contact Phone**	(407) 841-5524	**Address**	Orlando, FL
Project Name	Bid# 25-0058 Kissimmee Park Road Widening Segment 2 and 3	**Contact Fax**		**Phone**	
Project #	855648	**Contact Email**	Christopher.Sampson@Rinkerpipe.com	**Fax**	
Project Address	Saint Cloud, FL 34772			**Email**	Christopher.Sampson@Rinkerpipe.com

~~Rinker Materials' offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Rinker Materials' Standard Terms and Conditions ("Rinker Materials STCs") viewable at www.rinkerpipe.com/terms/. A valid tax exemption certificate must be issued to Rinker Materials or sales tax will be added.~~

Item #	Description	Part #	Quantity	Unit	Extended Unit Price	Unit Total
10	18x8' CL3 PF RCP	1211946	4040.00	FT	$32.00	$129,280.00
15	24x8' CL3 PF RCP	1211959	1256.00	FT	$49.60	$62,297.60
20	30x8' CL3 PF RCP	1211973	288.00	FT	$76.00	$21,888.00
25	36x8' CL3 PF RCP	1211985	1328.00	FT	$104.00	$138,112.00
30	42x8' CL3 PF RCP	1184263	128.00	FT	$140.00	$17,920.00
35	48x76x8' CL3 HERCP	1576841	104.00	FT	$525.00	$54,600.00
40	18x6' FES OUTLET TG MIA	1349318	2.00	EA	$1,680.00	$3,360.00
45	24x6' FES OUTLET TG MIA	1349321	2.00	EA	$1,920.00	$3,840.00
50	30x6' FES OUTLET TG MIA	1349325	1.00	EA	$2,600.00	$2,600.00
55	36x8' FES OUTLET TG MIA	1349341	1.00	EA	$3,120.00	$3,120.00
60	#711 Lubricant 8LB	1181891	100.00	EA	$11.00	$1,100.00
					Total	$438,117.60
				(Tax not included)	**Net Total**	$438,117.60

Standard Notes

1.Pricing includes delivery based on full truck load quantities as near to the point of use as our trucks can move under their own power.
A price escalator of 5% will be added on 07/01/2026 for all product not shipped and an additional 5% for every year thereafter.
This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-76, ASTM C-507 and FDOT Specifications for road and bridge construction. Any required deviation after review of plans and specifications will require re-quoting and void the quotation.

2.This Quotation and the pricing contained herein is expressly conditioned upon your acceptance of (i) the exceptions and changes proposed by us (any change to these exceptions and changes by you shall render this Quotation null and void, in our absolute discretion); and (ii) our Standard Terms and Conditions, without addition, deletion or change.

3.Valid for 30 days from the date of quotation.

~~PAYMENT TERMS ARE NET10™ PROX, WITHOUT RETENTION OR SETOFF. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. PRICES ARE BASED ON THE QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, RINKER MATERIALS RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS. BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE RINKER MATERIALS STCS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN (UNLESS OTHERWISE SPECIFIED IN THE STANDARD NOTES) WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION.~~

Acceptance	

Rinker MATERIALS™ A QUIKRETE® COMPANY

Quotation

Quote # QUO-797624-W3P1K8			
I WARRANT AND REPRESENT THAT I HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE BUYER. ~~WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE RINKER MATERIALS STCS VIEWABLE AT www.rinkerpipe.com.~~		**By**	Christopher Sampson
Company		**(O)**	
By		**(F)**	
Title		**(Cell)**	
Date		**Title**	Account Manager

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 Ownerfrom 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.

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

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) shallcontrol. 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.

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

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 Hydro Conduit, LLC d/b/a Rinker Materials 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 August 15, 2025 with JR Davis Construction Company Inc. for the construction of public infrastructure associated with the Kissimmee Park Road 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.

CM 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.

CM 2. The vendor's invoice will be issued directly to Governmental Entity.

CM 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

CM 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.

CM 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.

Signature of Authorized Representative	Chairman Title
Bella Tara CDD Purchaser's Name (Print or Type)	12/15/25 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.

SECTION 4

AMENDMENT TO 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	Site Work ContractDate:	July 11, 2024, as assigned November 15, 2024
Project Address:	Osceola County, Florida		

This Amendment to Purchase Order ("**Amendment**") is entered into as of December 30, 2025, and amends Section 3 of EXHIBIT B of the Terms and Conditions attached to the "Purchase Order" executed by the last of the parties on May 28, 2025 (the "**Original Purchase Order**"). Section 3 of the Original Purchase Order now states as follows, with underlined language representing new provisions:

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 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. Risk of loss shall remain with Seller until such Goods are delivered at the Project site and accepted by Owner or Owner's contractor.

i. Notwithstanding the foregoing, at Owner's election exercised by written notice to Seller, Seller shall ship Goods to Seller's warehouse facility located at 250 Springview Commerce Drive, DeBary, Florida 32713 ("**Warehouse**"), and store such Goods at no additional charge to Owner until Owner's contractor requests delivery to the Project site. The Warehouse shall be a secure, weather-protected facility suitable for storage of the Goods. Seller represents and warrants that it has all necessary rights and permits to use the Warehouse for storage of the Goods.

Seller shall notify Owner in writing within two (2) business days of delivery to the Warehouse. Owner shall have ten (10) business days to inspect and approve the Goods consistent with Section 3.b. herein. Upon Owner's written approval, title shall pass to Owner, and Owner shall make payment within thirty (30) days of approval.

Risk of loss shall remain with Seller while the Goods are in the Warehouse and until delivered to the Project site and accepted by Owner or Owner's contractor. While in the Warehouse, Seller shall act as bailee for hire under Florida law and shall: (i) maintain the Goods in the same condition as delivered, (ii) protect the Goods from damage, theft, loss, or deterioration, (iii) keep the Goods segregated and clearly marked as Owner's property, (iv) not use, move, or alter the Goods without Owner's prior written consent, (v) maintain accurate inventory records and provide monthly reports to Owner, (vi) permit Owner to inspect the Goods at any reasonable time upon reasonable notice, and (vii) deliver the Goods to

the Project site within five (5) business days of Owner's contractor's written request.

Seller shall maintain, at Seller's expense, all-risk property insurance covering the full replacement value of the Goods while in the Warehouse, with Owner named as loss payee and additional insured. Seller shall provide certificates of insurance prior to delivery of any Goods to the Warehouse, and such certificates shall provide that the insurance may not be cancelled or materially modified without thirty (30) days' prior written notice to Owner.

If any Goods are damaged, lost, or destroyed while in the Warehouse, Seller shall promptly notify Owner in writing and shall, at Owner's election, either (a) replace the Goods at Seller's expense within thirty (30) days, or (b) refund to Owner the full purchase price paid for such Goods. Seller shall be liable to Owner for any diminution in value of Goods caused by Seller's failure to properly maintain the Goods while acting as bailee.

This warehouse storage arrangement is intended to facilitate Owner's tax-exempt direct purchase of the Goods under Florida Statutes Section 212.08(6). The parties acknowledge that title passes to Owner upon approval and payment as set forth above, but that Seller retains possession of and risk of loss for the Goods while in the Warehouse and acts as bailee for Owner during such period.

Except as expressly set forth above, all of the terms of the Purchase Order continue to remain in full force and effect.

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
Owner

By:

Name: Ernesto Mitsumasu

Title: Chairperson

Date Executed: December 30, 2025

HYDRA SERVICE, INC.

Seller

By: Keaton Heller

Name: Keaton Heller

Title: Vice President

Date Executed: 1/6/2026

SECTION H

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2025
(MASTER INFRASTRUCTURE PROJECT)

(Acquisition and Construction - Master Infrastructure Acquisition and Construction Account)

The undersigned, a Responsible Officer of the Bella Tara Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of August 1, 2025, as supplemented by that certain Second Supplemental Trust Indenture dated as of August 1, 2025 (collectively, the "Assessment Area One Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area One Indenture):

(A) Requisition Number: ***1***

(B) Identify Acquisition Agreement, if applicable;

(C) Name of payee pursuant to Acquisition Agreement: ***Whaley Farms, LLC***

(D) Amount Payable***: $214,025.52***

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): ***Reimbursement to Whaley Farms. LLC for Acquisition of Design and Permitting Soft Costs Utilities***

(F) Fund or Account and subaccount, if any, from which disbursement to be made: ***Master Infrastructure Acquisition and Construction***

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District and have not previously been paid,

2. each disbursement set forth above is a proper charge against the: ***Master Infrastructure Acquisition and Construction Fund*; and**

3. each disbursement set forth above was incurred in connection with: ***the Costs of the Master Infrastructure Project, Costs of the Kissimmee Park Roadway Improvements.***

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

By: _____
Ernesto Mitsumasu, Chairman

Date: 12/2/25

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]

The undersigned Consulting Engineer hereby certifies that this disbursement from the Master Infrastructure Acquisition and Construction Account is for a Cost of the Master Infrastructure Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Master Infrastructure Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Master Infrastructure Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Master Infrastrucure Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Nicolle Van Valkenburg

Digitally signed by Nicolle Van Valkenburg
Date: 2025.12.03 13:52:24-05'00'

Consulting Engineer

Date: _____

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5290905

INVOICE

WHALEY FARMS LLC	CLIENT ID:	
PV CONSTRUCTION LLC	INVOICE #:	5290905
CENTERLINE CAPITAL ADVISORS	INVOICE DATE:	5/24/2024
15481 SW 12TH STREET #309	DUE DATE:	5/24/2024
SUNRISE, FL 33326	BILLED THROUGH:	4/30/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: April 2024

For Professional Civil Engineering Services Rendered Through April 30, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	25.71	78,000.00	27,000.00	0.00	27,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	6.67	14,000.00	1,000.00	0.00	1,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	22.22	14,000.00	4,000.00	0.00	4,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	0.00	12,000.00	0.00	0.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	8.33	22,000.00	2,000.00	0.00	2,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	0.00	58,700.00	0.00	0.00	0.00
	270,700.00	12.56	236,700.00	34,000.00	0.00	34,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	2.05	19,590.00	410.00	0.00	410.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	0.54	76,090.00	410.00	0.00	410.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5290905

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	2.00	205.00	410.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $34,410.00

Utilities: Civil Engineering $ 13,136.67

Road and Drainage: Civil Engineering $ 21,273.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291330

INVOICE

WHALEY FARMS LLC	CLIENT ID:	
PV CONSTRUCTION LLC	INVOICE #:	5291330
CENTERLINE CAPITAL ADVISORS	INVOICE DATE:	7/9/2024
15481 SW 12TH STREET #309	DUE DATE:	7/9/2024
SUNRISE, FL 33326	BILLED THROUGH:	5/31/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING — PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: May 2024

For Professional Civil Engineering Services Rendered Through May 31, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	41.90	61,000.00	44,000.00	27,000.00	17,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	13.33	13,000.00	2,000.00	1,000.00	1,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	77.78	4,000.00	14,000.00	4,000.00	10,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	58.33	5,000.00	7,000.00	0.00	7,000.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	20.83	19,000.00	5,000.00	2,000.00	3,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	0.00	58,700.00	0.00	0.00	0.00
	270,700.00	26.60	198,700.00	72,000.00	34,000.00	38,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	7.18	18,565.00	1,435.00	410.00	1,025.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	1.88	75,065.00	1,435.00	410.00	1,025.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291330

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	5.00	205.00	1,025.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $39,025.00

Utilities: Civil Engineering $ 23,008.33

Road and Drainage: Civil Engineering $ 16,016.67

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291515

INVOICE

WHALEY FARMS LLC	CLIENT ID:	8501
PV CONSTRUCTION LLC	INVOICE #:	5291515
CENTERLINE CAPITAL ADVISORS	INVOICE DATE:	7/23/2024
15481 SW 12TH STREET #309	DUE DATE:	8/2/2024
SUNRISE, FL 33326	BILLED THROUGH:	6/30/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: June 2024

For Professional Civil Engineering Services Rendered Through June 30, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	64.76	37,000.00	68,000.00	44,000.00	24,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	40.00	9,000.00	6,000.00	2,000.00	4,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	88.89	2,000.00	16,000.00	14,000.00	2,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	58.33	5,000.00	7,000.00	7,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	41.67	14,000.00	10,000.00	5,000.00	5,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	75.98	14,100.00	44,600.00	0.00	44,600.00
	270,700.00	56.00	119,100.00	151,600.00	72,000.00	79,600.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	10.25	17,950.00	2,050.00	1,435.00	615.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	2.68	74,450.00	2,050.00	1,435.00	615.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291515

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	3.00	205.00	615.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $80,215.00

Utilities: Civil Engineering $ 10,205.00

Road and Drainage: Civil Engineering $ 70,010.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291783

INVOICE

WHALEY FARMS LLC
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5291783
INVOICE DATE: 8/22/2024
DUE DATE: 9/1/2024
BILLED THROUGH: 7/31/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: July 2024

For Professional Civil Engineering Services Rendered Through July 31, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	79.05	22,000.00	83,000.00	68,000.00	15,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	51.33	7,300.00	7,700.00	6,000.00	1,700.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	94.44	1,000.00	17,000.00	16,000.00	1,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	75.00	3,000.00	9,000.00	7,000.00	2,000.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	50.00	12,000.00	12,000.00	10,000.00	2,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	44,600.00	8,200.00
	270,700.00	67.05	89,200.00	181,500.00	151,600.00	29,900.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	17.43	16,515.00	3,485.00	2,050.00	1,435.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	4.56	73,015.00	3,485.00	2,050.00	1,435.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291783

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	7.00	205.00	1,435.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $31,335.00

Utilities: Civil Engineering $ 8,478.33

Road and Drainage: Civil Engineering $ 22,856.67

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291860

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5291860
INVOICE DATE: 9/5/2024
DUE DATE: 9/15/2024
BILLED THROUGH: 8/31/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: August 2024

For Professional Civil Engineering Services Rendered Through August 31, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	83,000.00	22,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	51.33	7,300.00	7,700.00	7,700.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	94.44	1,000.00	17,000.00	17,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	78.33	2,600.00	9,400.00	9,000.00	400.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	54.17	11,000.00	13,000.00	12,000.00	1,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	75.69	65,800.00	204,900.00	181,500.00	23,400.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	28.38	14,325.00	5,675.00	3,485.00	2,190.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	7.42	70,825.00	5,675.00	3,485.00	2,190.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291860

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Design Technician (CAD)	1.00	140.00	140.00
Senior Project Manager	10.00	205.00	2,050.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $25,590.00

Utilities: Civil Engineering $ 8,463.33

Road and Drainage: Civil Engineering $ 17,126.67

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292297

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5292297
INVOICE DATE: 10/30/2024
DUE DATE: 11/9/2024
BILLED THROUGH: 9/27/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: September 2024

For Professional Civil Engineering Services Rendered Through September 27, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	78.00	3,300.00	11,700.00	7,700.00	4,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	50.00	5,000.00	5,000.00	0.00	5,000.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	17,000.00	1,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	86.67	1,600.00	10,400.00	9,400.00	1,000.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	79.17	5,000.00	19,000.00	13,000.00	6,000.00
C	6,000.00	50.00	3,000.00	3,000.00	0.00	3,000.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	83.08	45,800.00	224,900.00	204,900.00	20,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	33.38	13,324.00	6,676.00	5,675.00	1,001.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	8.73	69,824.00	6,676.00	5,675.00	1,001.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292297

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Design Technician (CAD)	7.15	140.00	1,001.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $21,001.00

Utilities: Civil Engineering $ 2,333.67

Road and Drainage: Civil Engineering $ 18,667.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292576

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5292576
INVOICE DATE: 11/27/2024
DUE DATE: 12/7/2024
BILLED THROUGH: 10/31/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: October 2024

For Professional Civil Engineering Services Rendered Through October 31, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	84.67	2,300.00	12,700.00	11,700.00	1,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	70.00	3,000.00	7,000.00	5,000.00	2,000.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	86.67	1,600.00	10,400.00	10,400.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	87.50	3,000.00	21,000.00	19,000.00	2,000.00
C	6,000.00	66.67	2,000.00	4,000.00	3,000.00	1,000.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	85.30	39,800.00	230,900.00	224,900.00	6,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	48.38	10,324.00	9,676.00	6,676.00	3,000.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	12.65	66,824.00	9,676.00	6,676.00	3,000.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292576

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Computer Technician (CAD)	5.80	125.00	725.00
Senior Engineer Technician (CAD)	6.00	140.00	840.00
Senior Project Manager	7.00	205.00	1,435.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $9,000.00

Utilities: Civil Engineering $ 1,000.00

Road and Drainage: Civil Engineering $ 8,000.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

Reimbursable Expenses

5435-06-01
5292717

INVOICE

WHALEY FARMS LLC		CLIENT ID:	8501
Whaley Farms , LLC.		INVOICE #:	5292717
PV CONSTRUCTION LLC		INVOICE DATE:	12/11/2024
CENTERLINE CAPITAL ADVISORS		DUE DATE:	12/21/2024
15481 SW 12TH STREET #309		BILLED THROUGH:	11/30/2024
SUNRISE, FL 33326			

KISSIMMEE PARK RD EXTENSION AND WIDENING — PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: November 2024

For Professional Civil Engineering Services Rendered Through November 30, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	84.67	2,300.00	12,700.00	12,700.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	70.00	3,000.00	7,000.00	7,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	86.67	1,600.00	10,400.00	10,400.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	87.50	3,000.00	21,000.00	21,000.00	0.00
C	6,000.00	66.67	2,000.00	4,000.00	4,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	85.30	39,800.00	230,900.00	230,900.00	0.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	48.38	10,324.00	9,676.00	9,676.00	0.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	12.65	66,824.00	9,676.00	9,676.00	0.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	1,265.00	0.00	1,265.00
	1,265.00	0.00	1,265.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292717

REIMBURSABLE DETAIL	Amount
Permits/Applications Fee Advances	1,265.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $1,265.00

Utilities: Permit Fees $ 421.67

Road and Drainage: Reimbursables (Permit Fees) $ 843.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5293360

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5293360
INVOICE DATE: 3/11/2025
DUE DATE: 3/21/2025
BILLED THROUGH: 1/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: January 2025

For Professional Civil Engineering Services Rendered Through January 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	94.67	800.00	14,200.00	12,700.00	1,500.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	70.00	3,000.00	7,000.00	7,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	95.83	500.00	11,500.00	10,400.00	1,100.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	95.83	1,000.00	23,000.00	21,000.00	2,000.00
C	6,000.00	66.67	2,000.00	4,000.00	4,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	87.00	35,200.00	235,500.00	230,900.00	4,600.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	65.03	6,994.00	13,006.00	9,676.00	3,330.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	16.47	7,100.00	1,400.00	0.00	1,400.00
	76,500.00	18.83	62,094.00	14,406.00	9,676.00	4,730.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	1,265.00	1,265.00	0.00
	1,265.00	1,265.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5293360

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Computer Technician (CAD)	2.00	125.00	250.00
Inspector	5.00	150.00	750.00
Project Manager	2.00	200.00	400.00
Senior Design Technician (CAD)	5.00	140.00	700.00
Senior Project Manager	6.00	205.00	1,230.00
PDST1: POST DESIGN AND BIDDING SERVICES			
Senior Design Technician (CAD)	10.00	140.00	1,400.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $9,330.00

Utilities: Civil Engineering $ 2,676.67

Road and Drainage: Civil Engineering $ 6,653.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01

5293549

INVOICE

WHALEY FARMS LLC	CLIENT ID:	8501
Whaley Farms , LLC.	INVOICE #:	5293549
PV CONSTRUCTION LLC	INVOICE DATE:	3/27/2025
CENTERLINE CAPITAL ADVISORS	DUE DATE:	4/6/2025
15481 SW 12TH STREET #309	BILLED THROUGH:	2/28/2025
SUNRISE, FL 33326		

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: February 2025

For Professional Civil Engineering Services Rendered Through February 28, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	94.67	800.00	14,200.00	14,200.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	70.00	3,000.00	7,000.00	7,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	11,500.00	500.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	97.50	600.00	23,400.00	23,000.00	400.00
C	6,000.00	66.67	2,000.00	4,000.00	4,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	87.33	34,300.00	236,400.00	235,500.00	900.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01

5293549

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	75.54	4,892.90	15,107.10	13,006.00	2,101.10
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	16.47	7,100.00	1,400.00	1,400.00	0.00
	76,500.00	21.58	59,992.90	16,507.10	14,406.00	2,101.10

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	7,765.00	1,265.00	6,500.00
Current billing of 6,500 for Geotechnical Engineering Services	7,765.00	1,265.00	6,500.00

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Computer Technician (CAD)	3.00	125.00	375.00
Senior Project Manager	8.42	205.00	1,726.10

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $9,501.10

Utilities: Civil Engineering $ 1,200.37
Geotech Engineering: $ 2,166.67

Road and Drainage: Civil Engineering $ 1,800.73
Reimbursables (Geotech Engineering) $ 4,333.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5293884
INVOICE DATE: 5/14/2025
DUE DATE: 5/24/2025
BILLED THROUGH: 4/30/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: April 2025

For Professional Civil Engineering Services Rendered Through April 30, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	14,200.00	800.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	7,000.00	3,000.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	23,400.00	600.00
C	6,000.00	66.67	2,000.00	4,000.00	4,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	52,800.00	1,100.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	69.23	4,000.00	9,000.00	0.00	9,000.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	0.00	2,000.00	0.00	0.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	89.21	3,306.25	27,326.24	0.00	27,326.24
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	76.26	86,606.25	278,226.24	236,400.00	41,826.24

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	87.84	2,432.90	17,567.10	15,107.10	2,460.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5293884

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	16.47	7,100.00	1,400.00	1,400.00	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	50.28	42,264.05	42,735.95	0.00	42,735.95
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	0.00	5,000.00	0.00	0.00	0.00
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	71.67	3,400.00	8,600.00	0.00	8,600.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	12.17	13,175.00	1,825.00	0.00	1,825.00
	193,500.00	37.28	121,371.95	72,128.05	16,507.10	55,620.95

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	12.00	205.00	2,460.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC			
Computer Technician (CAD)	10.07	125.00	1,258.75
Design Technician (CAD)	56.37	140.00	7,891.80
Engineer	74.00	165.00	12,210.00
Project Manager	6.00	200.00	1,200.00
Senior Design Technician (CAD)	144.11	140.00	20,175.40
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN			
Project Manager	43.00	200.00	8,600.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE			
Computer Technician (CAD)	5.00	125.00	625.00
Project Manager	6.00	200.00	1,200.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $97,447.19

Utilities: Civil Engineering $ 24,273.65

Road and Drainage: Civil Engineering $ 73,173.54

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294337
INVOICE DATE: 7/14/2025
DUE DATE: 7/24/2025
BILLED THROUGH: 5/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: May 2025

For Professional Civil Engineering Services Rendered Through May 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: Consumptive Use Water Permit	6,000.00	100.00	0.00	6,000.00	4,000.00	2,000.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	50.00	1,000.00	1,000.00	0.00	1,000.00
AST3: SCHEDULE OF VALUES	2,000.00	25.00	1,500.00	500.00	0.00	500.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	73.46	3,450.00	9,550.00	9,000.00	550.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	0.00	2,000.00	0.00	0.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	89.21	3,306.25	27,326.24	27,326.24	0.00
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	77.37	82,556.25	282,276.24	278,226.24	4,050.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	89.34	2,132.90	17,867.10	17,567.10	300.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294337

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	22.35	6,600.00	1,900.00	1,400.00	500.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	85.57	12,263.45	72,736.55	42,735.95	30,000.60
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	0.00	5,000.00	0.00	0.00	0.00
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	88.33	1,400.00	10,600.00	8,600.00	2,000.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	21.50	11,775.00	3,225.00	1,825.00	1,400.00
	193,500.00	54.95	87,171.35	106,328.65	72,128.05	34,200.60

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Project Manager	1.50	200.00	300.00
PDST1: POST DESIGN AND BIDDING SERVICES			
Computer Technician (CAD)	4.00	125.00	500.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC			
Senior Design Technician (CAD)	214.29	140.00	30,000.60
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN			
Project Manager	10.00	200.00	2,000.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE			
Project Manager	7.00	200.00	1,400.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $38,250.60

Utilities: Civil Engineering $ 12,900.20

Road and Drainage: Civil Engineering $ 25,350.40

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294473
INVOICE DATE: 7/29/2025
DUE DATE: 8/8/2025
BILLED THROUGH: 6/29/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: June 2025

For Professional Civil Engineering Services Rendered Through June 29, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	50.00	1,000.00	1,000.00	1,000.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	500.00	1,500.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	83.46	2,150.00	10,850.00	9,550.00	1,300.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	0.00	2,000.00	0.00	0.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	89.21	3,306.25	27,326.24	27,326.24	0.00
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	78.14	79,756.25	285,076.24	282,276.24	2,800.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	92.34	1,532.30	18,467.70	17,867.10	600.60
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294473

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	22.35	6,600.00	1,900.00	1,900.00	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	93.81	5,263.05	79,736.95	72,736.55	7,000.40
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	60.00	1,999.80	3,000.20	0.00	3,000.20
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	98.33	200.00	11,800.00	10,600.00	1,200.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	24.17	11,375.00	3,625.00	3,225.00	400.00
	193,500.00	61.26	74,970.15	118,529.85	106,328.65	12,201.20

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Principal	1.82	330.00	600.60
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC			
Design Technician (CAD)	34.11	140.00	4,775.40
Engineer	5.00	165.00	825.00
Project Manager	7.00	200.00	1,400.00
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS			
Design Technician (CAD)	21.43	140.00	3,000.20
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN			
Project Manager	6.00	200.00	1,200.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE			
Project Manager	2.00	200.00	400.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $15,001.20

Utilities: Civil Engineering $ 5,367.07

Road and Drainage: Civil Engineering $ 9,634.13

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294658
INVOICE DATE: 8/27/2025
DUE DATE: 9/6/2025
BILLED THROUGH: 7/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: July 2025

For Professional Civil Engineering Services Rendered Through July 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	100.00	0.00	2,000.00	1,000.00	1,000.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	91.15	1,150.00	11,850.00	10,850.00	1,000.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	100.00	0.00	2,000.00	0.00	2,000.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	89.21	3,306.25	27,326.24	27,326.24	0.00
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	79.24	75,756.25	289,076.24	285,076.24	4,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	100.00	0.00	20,000.00	18,467.70	1,532.30
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294658

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	22.35	6,600.00	1,900.00	1,900.00	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	96.16	3,262.45	81,737.55	79,736.95	2,000.60
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	80.00	999.90	4,000.10	3,000.20	999.90
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	100.00	0.00	12,000.00	11,800.00	200.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	28.17	10,775.00	4,225.00	3,625.00	600.00
	193,500.00	64.01	69,637.35	123,862.65	118,529.85	5,332.80

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $9,332.80

Utilities: Civil Engineering $ 2,577.60

Road and Drainage: Civil Engineering $ 6,755.20

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294835

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294835
INVOICE DATE: 9/30/2025
DUE DATE: 10/10/2025
BILLED THROUGH: 8/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: August 2025

For Professional Civil Engineering Services Rendered Through August 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	100.00	0.00	13,000.00	11,850.00	1,150.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	94.16	1,788.12	28,844.37	28,844.37	0.00
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	79.97	73,088.12	291,744.37	290,594.37	1,150.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	100.00	0.00	20,000.00	20,000.00	0.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	3.33	46,400.40	1,599.60	0.00	1,599.60

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294835

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	81.17	1,600.60	6,899.40	1,900.00	4,999.40
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	97.58	2,061.25	82,938.75	81,737.55	1,201.20
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	90.00	500.10	4,499.90	4,000.10	499.80
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	94.84	774.30	14,225.70	4,225.00	10,000.70
	193,500.00	73.47	51,336.65	142,163.35	123,862.65	18,300.70

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $19,450.70

Utilities: Civil Engineering $ 6,100.23

Road and Drainage: Civil Engineering $ 13,350.47

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5295030

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5295030
INVOICE DATE: 10/29/2025
DUE DATE: 11/8/2025
BILLED THROUGH: 9/30/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: September 2025

For Professional Civil Engineering Services Rendered Through September 30, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	100.00	0.00	13,000.00	13,000.00	0.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	99.12	270.00	30,362.49	28,844.37	1,518.12
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	80.38	71,570.00	293,262.49	291,744.37	1,518.12

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	100.00	0.00	20,000.00	20,000.00	0.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	3.33	46,400.40	1,599.60	1,599.60	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL. 34741
407-847-9433

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	81.17	1,600.60	6,899.40	6,899.40	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	97.58	2,061.25	82,938.75	82,938.75	0.00
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	90.00	500.10	4,499.90	4,499.90	0.00
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	94.84	774.30	14,225.70	14,225.70	0.00
	193,500.00	73.47	51,336.65	142,163.35	142,163.35	0.00

	Total Billed To Date	Amount Previously Billed	Amount This Billing
TIME & MATERIALS			
REIMBURSABLES	7,907.67	7,765.00	142.67
	7,907.67	7,765.00	142.67

REIMBURSABLE DETAIL	Amount
Permits/Applications Fee Advances	142.67

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $1,660.79

Utilities: Permit Fees $ 47.56

Road and Drainage: Civil Engineering $ 1,518.12
Reimbursables (Permit Fees) $ 95.11

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294663
INVOICE DATE: 8/27/2025
DUE DATE: 9/6/2025
BILLED THROUGH: 7/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: July 2025

For Professional Civil Engineering Services Rendered Through July 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	91.15	1,150.00	11,850.00	11,850.00	0.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	94.16	1,788.12	28,844.37	27,326.24	1,518.13
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	79.65	74,238.12	290,594.37	289,076.24	1,518.13

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	100.00	0.00	20,000.00	20,000.00	0.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294663

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	22.35	6,600.00	1,900.00	1,900.00	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	96.16	3,262.45	81,737.55	81,737.55	0.00
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	80.00	999.90	4,000.10	4,000.10	0.00
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	28.17	10,775.00	4,225.00	4,225.00	0.00
	193,500.00	64.01	69,637.35	123,862.65	123,862.65	0.00

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $1,518.13

Road and Drainage: Civil Engineering $ 1,518.13

INVOICE

J&L Triple B Ranch, LLLP
1181 SE Turkey Hammock Rd
Arcadia, FL 34266

ranch@shibumicapitalpartners.com
+1 (770) 851-8430

Bella Terra Community Development District:Kissimmee Park Road Widening

Bill to
Bella Terra Community Development District
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

Bella Tara CDD
10-18-2025 Approved
Due from KPR Utilties

Invoice details
Invoice no.: 100311
Terms: Net 30
Invoice date: 10/15/2025
Due date: 11/14/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Tortoise > 130mm - Smoak Flats**	Tortoise GTT-25-01267	2	$5,000.00	$10,000.00

Total **$10,000.00**

Note to customer
Project - Kissimmee Park Road Widening

Attachment A

Delivery Date 10/13/2025

Donor Site Kissimmee Park Road Widening

Donor Company Whaley Farms, LLC

Permit Number GTT-25-01267

Recipient Site Smoak Flats

Project Supervisor Chris Stiegler

Capture Date	GT ID Number	Sex (M / F / J)	Carapace Length (mm)	Capture Method	Marking Method	Previously Marked? (Yes Only)	Comments
	40	F	290		Notch		4258g
	41	F	270				3352g

Capture Agent (print) _____

Capture Agent Signature / Date

Release Agent (print) Josh Gamblin

10/13/2025

Release Agent Signature / Date

Number of tortoises to be released

Drill marks match ID number on Data Sheet (Yes / No) yes

From: noreply@link2gov.com
To: Ernesto Mitsumasu
Subject: Successful Payment Confirmation - Florida Fish and Wildlife Conservation Commission
Date: Monday, September 15, 2025 4:01:39 PM

EXTERNAL SENDER

This e-mail will serve as confirmation that your payment was received.

The transaction information is listed below:

Permittee:	Whaley Farms, LLC
Permit Name:	Gopher Tortoise 10 or Fewer Burrows
Invoice Number:	25204198
Transaction Date:	09/15/2025 04:01 PM
Payment Type:	EP
Receipt Number:	3906120665
Date and Time:	09/15/2025 04:01 PM
Payment Amount:	$273.00
Convenience Fee:	$2.00
Total Amount Paid:	$275.00

PLEASE KEEP THIS FOR YOUR RECORDS.

From: FWCPermits@MYFWC.com
To: Ernesto Mitsumasu; christopher.stiegler@gmail.com; Craig Perry
Subject: Your payment has been received
Date: Monday, September 15, 2025 4:01:44 PM

EXTERNAL SENDER

Thank you for your payment of $275.00. This charge includes required mitigation contribution to obtain a gopher tortoise permit and any applicable convenience fees charged by the credit card company. The charge will appear on your statement as the Wildlife Foundation of Florida.

If you have any questions regarding your payment, please contact the Gopher Tortoise Program
Tallahassee Office
(850) 921-1031
GTPermits@myfwc.com

In the event you need to contact FWC regarding this transaction, please reference the following information.

Application Number: 128287
Your Transaction ID: 3906120665
Invoice Number: 25204198

Thank you for being a part of the Florida Fish and Wildlife Conservation Commission community.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Receipt No. 163048

RECEIPT

Jose Milan
Centerline Capital Advisors
15481 SW 12th Street Unit 309
Sunrise, FL 33326

Project Name	Application
Kissimmee Park Road Widening	241113-47564

Revenue Account No.	Application Type	Fee
462500	ERP Individual New	$7500.00

Date	Payer	Transaction Type	Payment Method	Ref.	Amount
1/7/2025	Jose Milan	Payment-Accept	EFT	9999	$5500.00
7/7/2025	Jose Milan	Payment-Accept	EFT	9999	$2000.00
				Balance Due	$0.00

Processed By:Gordana Iricanin
Date: July 7, 2025

BALANCE RECEIPT

July 10, 2025

Bella Tara Community Development District
Craig Perry
1500 Cordova Road, Suite 203
Fort Lauderdale, FL 33316

Lake X Mitigation Bank
Kissimmee Park Road Widening
SFWMD Permit No. 241113-47564

Product	Quantity	Unit Price
Lake X Mitigation Bank		
Freshwater State Forested (UMAM)	0.17	$150,000.00
Freshwater State Herbaceous (UMAM)	0.25	$200,000.00
	Order Amount	$75,500.00
	Deposit Amount (10%) – Paid (By Wire Transfer)	$7,550.00
	Balance Amount - Paid (By Wire Transfer)	$67,950.00

Credits have been paid for in full. Once the SFWMD permit is issued, LXMB will process the credit transfer request.

Please call Alex Preisser at 407.481.0677 with any questions.

cc: **Chris Stiegler, WRA**

Non Committed

Package Details

Package Name	NOC - Bella T
Package Status	Received
County	Osceola County, FL
Remote ID	SF_440320
Submitter	PV Construction
Average Turnaround Time	5 minutes - 4 days
Created By	Joey Milan
Last Modified By	Joey Milan

Documents

Actions...

	Name	Pages	Estimated Fees	Status	Actions
☐	NOC - Bella Tara KPR Widening_rev NOTICE OF COMMENCEMENT	11	$95.00	Received	
Total		**11**	**$95.00**		

Estimated Fees

Fee Description	Amount	Payment Account
Recording Fees	$95.00	City National Bank (4025) (ACH **********4025)
Taxes	$0.00	City National Bank (4025) (ACH **********4025)
Submission Fees	$4.25	City National Bank (4025) (ACH **********4025)
Total	**$99.25**	

Entity: Whaley Farms, LLC
Job: 50-9040
Cost Code: 9-03-0035
Approval: Joey Milan
Date: 10-01-2025

Recording Fees for
Bella Tara Notice of Commencement
ACH Payment

SMITHCURRIE OLES

www.smithcurrie.com

2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
Telephone: (404) 521-3800
Federal Tax I.D. No: 58-0954951

Whaley Farms, LLC
Legal Fees KPR
50-9910
4-04-0025
8-08-2025
Approved

Centerline Capital Advisors LLC
,

July 31, 2025
Client: CEN363
Matter: 0013
Invoice #: 413817
Resp. Atty: CMH
Page: 1

RE: Kissimmee Park Road Utilities - JR Davis Construction Compan

For Professional Services Rendered Through July 31, 2025

Total Services	$585.00
INVOICE AMOUNT DUE	**$585.00**
TOTAL BALANCE DUE	$585.00

Road and Drainage: $585.00

Remittance Advice

Payment is due and payable upon receipt. Any disbursements not included on the current invoice will be on the next invoice.

Check Payable To:
Smith Currie Oles LLP
Attn.: Accounts Receivable
2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
If paying by check, please return this remittance page with your payment.

eCheck/ACH & Credit/Debit Card
Payments can be made by eCheck/ACH, American Express, Discover, MasterCard & VISA. To make a secure payment online, please click here

Note: Payments made by credit card will incur a 3% surcharge. Payments made by debit card or eCheck/ACH will not incur a surcharge.

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Centerline Capital Advisors LLC
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July 31, 2025
Client: CEN363
Matter: 0013
Invoice #: 413817
Resp. Atty: CMH
Page: 1

RE: Kissimmee Park Road Utilities - JR Davis Construction Compan

For Professional Services Rendered Through July 31, 2025

SERVICES

Date	Tkpr.	Description of Services	Hours	Amount
07/30/2025	EP	Correspondence with Craig regarding Land Development Agreement.	0.20	$117.00
07/31/2025	EP	Prepare for and conduct call with Craig and Bonnie.	0.80	$468.00
		Total Professional Services	1.00	$585.00

TIMEKEEPER RECAP

Timekeeper		Hours Worked	Hours Billed	Rate	Amount
EP	Eugene Polyak	1.00	1.00	$585.00	$585.00

Total Services	$585.00
INVOICE AMOUNT DUE	**$585.00**
Total Balance Due	$585.00

SMITHCURRIE OLES

www.smithcurrie.com

Non Committed

2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
Telephone: (404) 521-3800
Federal Tax I.D. No: 58-0954951

Centerline Capital Advisors LLC
,

August 31, 2025
Client: CEN363
Matter: 0013
Invoice #: 414878
Resp. Atty: CMH
Page: 1

RE: Kissimmee Park Road Utilities - JR Davis Construction Compan

For Professional Services Rendered Through August 31, 2025

Total Services	$8,307.00
INVOICE AMOUNT DUE	**$8,307.00**
TOTAL BALANCE DUE	$8,307.00

Road and Drainage: $ 8,307.00

Remittance Advice

Payment is due and payable upon receipt. Any disbursements not included on the current invoice will be on the next invoice.

Check Payable To:
Smith Currie Oles LLP
Attn.: Accounts Receivable
2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
If paying by check, please return this remittance page with your payment.

eCheck/ACH & Credit/Debit Card
Payments can be made by eCheck/ACH, American Express, Discover, MasterCard & VISA. To make a secure payment online, please click here

Note: Payments made by credit card will incur a 3% surcharge. Payments made by debit card or eCheck/ACH will not incur a surcharge.

SMITHCURRIE OLES
www.smithcurrie.com

2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
Telephone: (404) 521-3800
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Centerline Capital Advisors LLC
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August 31, 2025
Client: CEN363
Matter: 0013
Invoice #: 414878
Resp. Atty: CMH
Page: 1

RE: Kissimmee Park Road Utilities - JR Davis Construction Compan

For Professional Services Rendered Through August 31, 2025

SERVICES

Date	Tkpr.	Description of Services	Hours	Amount
08/08/2025	EP	Analyze contracts provided by Craig in connection with Kissimmee Park Road Widening project (2.9); begin drafting A101 (1.7); review correspondence from Craig (.1); call and correspondence with Bonnie (.1).	4.80	$2,808.00
08/10/2025	EP	Continue drafting A101 and A201 for Kissimmee Park Road Widening project.	3.70	$2,164.50
08/11/2025	EP	Revise and edit A101 and A201 for Kissimmee Park Road Widening project (3.2); correspondence with Craig and Bonnie (.2).	3.40	$1,989.00
08/12/2025	EP	Prepare for and conduct call with Bonnie (.7); correspondence with Bonnie (.2).	0.90	$526.50
08/13/2025	EP	Call and correspondence with Bonnie regarding contract (.3); revise and edit contract and send to Bonnie (.4).	0.70	$409.50
08/15/2025	EP	Calls and correspondence with Bonnie regarding contract (.3); analysis in connection with contract (.4).	0.70	$409.50
		Total Professional Services	14.20	$8,307.00

TIMEKEEPER RECAP

Timekeeper		Hours Worked	Hours Billed	Rate	Amount
EP	Eugene Polyak	14.20	14.20	$585.00	$8,307.00

Total Services	$8,307.00
INVOICE AMOUNT DUE	**$8,307.00**
Total Balance Due	$8,307.00

12363 Hampton Park Blvd.
Tampa, Florida 33624

Invoice

DATE	INVOICE #
7/9/2024	24-2514.1

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
4/4/2024	Env. Manager	WRA project meeting to discuss the status of the project (including SFWMD and 404 permitting).	1	200.00	200.00
4/18/2024	Env. Manager	Project meeting to discuss the status of the SFWMD permitting and roadway permitting.	1	200.00	200.00
4/25/2024	Staff Enviro...	(480) Meetings Join and listen in on 404 JD meeting	0.75	125.00	93.75
4/25/2024	Sr. Env. Sci...	404 permitting meeting	0.75	150.00	112.50
4/25/2024	Sr. Env. Sci...	404 permitting meeting	0.75	150.00	112.50
4/29/2024	Sr. Env. Sci...	Weekly update meeting	0.5	150.00	75.00

Total $793.75

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$30,000.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 24-2514.1 7/9/2024	Inv. # 24-2514.2	Inv. # 24-2514.3	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	3%	$29,206.25	$793.75			$793.75
TOTAL T&M FEES	**$30,000.00**	**3%**	**$29,206.25**	**$793.75**	**$0.00**	**$0.00**	**$793.75**
Additional Services - T&M (if needed)							$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C							$0.00
GRAND TOTAL			**$29,206.25**	**$793.75**	**$0.00**	**$0.00**	**$793.75**

Shaded Columns = Paid Invoices

12363 Hampton Park Blvd.
Tampa, Florida 33624

Invoice

DATE	INVOICE #
9/13/2024	24-2514.2

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		11,250.00	11,250.00

Total $11,250.00

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 24-2514.1 7/9/2024	Inv. # 24-2514.2 9/13/2024	Inv. # 24-2514.3	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	40%	$17,956.25	$793.75	$11,250.00		$12,043.75
TOTAL T&M FEES	**$30,000.00**	**40%**	**$17,956.25**	**$793.75**	**$11,250.00**	**$0.00**	**$12,043.75**
CO #1 - 50-9910 Kissimmee Park Road							$0.00
TASK A. SFWMD ERP Permitting	$30,000.00	0%	$30,000.00				$0.00
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00				$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00				$0.00
CO #1 GRAND TOTAL	**$36,500.00**	**0%**	**$36,500.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Additional Services - T&M (if needed)							$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C							$0.00
GRAND TOTAL	**$66,500.00**		**$54,456.25**	**$793.75**	**$11,250.00**	**$0.00**	**$12,043.75**

Shaded Columns = Paid Invoices

12363 Hampton Park Blvd.
Tampa, Florida 33624

Invoice

DATE	INVOICE #
1/22/2025	25-2514.1

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		2,781.25	2,781.25

Total	$2,781.25

Phone #
813-265-3130

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
3/5/2025	25-2514.2

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
		CO #1 - 50-9910 Kissimmee Park Road			
		TASK A. SFWMD ERP Permitting			
11/15/2024	Sr. Env. Scientist	Research on what needs to be done for the ACOE modification and coordination with the team	0.5	150.00	75.00
11/26/2024	GIS Analyst	CAD Maps analysis	1	125.00	125.00
12/2/2024	GIS Analyst	KPR ACOE Mapping	1	125.00	125.00
12/4/2024	Sr. Env. Scientist	Coordination with FWC to get them to sign off on the ERP application	2	150.00	300.00
12/4/2024	GIS Analyst	Soil Table / Contours	1.25	125.00	156.25
12/10/2024	GIS Analyst	Edgewater Maps	1	125.00	125.00
12/11/2024	Sr. Env. Scientist	Informal RAI response sent to the ACOE	1	150.00	150.00
12/11/2024	GIS Analyst	KPR Map Update	0.75	125.00	93.75
12/12/2024	Admin Assistant	Format nine-page Kissimmee Park Road Widening/SFWMD RAI response letter and save in the appropriate file on the server.	1	80.00	80.00
				Total	

Phone #
813-265-3130

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
3/5/2025	25-2514.2

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
12/16/2024	Env. Scientist	Answering the environmental considerations on the SFWMD RAI response. Also worked on the hydrograph memo which is a part of the RAI response	5.5	100.00	550.00
12/17/2024	Sr. Env. Scientist	SFWMD RAI response	1	150.00	150.00
12/17/2024	Env. Scientist	E-mailing hanson,walter and associates, and making markups to correct the mislabeled acreages for the osw/wetlands on site. Also responding to comments on the RAI.	4.5	100.00	450.00
12/18/2024	Sr. Env. Scientist	Coordination and meetings with Richard to figure out the placement of the new ponds and to see if there are additional impacts	1	150.00	150.00
12/18/2024	GIS Analyst	CAD File evaluation	1	125.00	125.00
12/19/2024	Env. Scientist	Working on responding to the wildllife comments from sfwmd on the RAI	2.5	100.00	250.00
12/23/2024	Env. Scientist	SFWMD RAI response. Responding to bald eagle questions	1	100.00	100.00
1/7/2025	Env. Scientist	Reviewing the maps Richard made for the RAI response and also looking at the soil units on the map where the proposed stormwater ponds are to be made	0.25	100.00	25.00
1/7/2025	GIS Analyst	Maps for RAI Response	5.25	125.00	656.25

Total

Phone #
813-265-3130

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
3/5/2025	25-2514.2

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
1/8/2025	Sr. Env. Scientist	RAI Response and request for information from HW	1	150.00	150.00
1/13/2025	Sr. Env. Scientist	SWFWMD RAI response	2	150.00	300.00
1/13/2025	GIS Analyst	Wetland Map with CAD Ponds	1	125.00	125.00
1/14/2025	Sr. Env. Scientist	SFWMD site visit	7.5	150.00	1,125.00
1/14/2025	Env. Scientist	sfwmd site visit to review umams and impacts from the proposed KPR ponds and road expansion impacts	7	100.00	700.00
1/23/2025	Sr. Env. Scientist	Review of SFWMD comments and coordination with Joey and Richard to get these addressed.	1	150.00	150.00
1/23/2025	Env. Scientist	Updating the section c and umam forms for the proposed impact to osw-36 that is to require mitigation. Also looked into the bonetted bat protocol as we may require a survey out there depending on what sfwmd says.	2	100.00	200.00
	Reimb Group				
1/14/2025	Mileage	SWFWMD Site Visit	102	0.67	68.34
	Copying Expense	Photocopies/Black & White	11	0.25	2.75
	Color Copies	Photocopies/Color	32	0.50	16.00
		Total Reimbursable Expenses			87.09

Total $6,523.34

Phone #
813-265-3130

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
6/3/2025	25-2514.3

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
2/21/2025	GIS Analyst	KPR OSW 36 Mititgation Area.	0.5	125.00	62.50
2/24/2025	Env. Scientist	Completing the UMAM forms for OSW-36 for SWFWMD and making the photolog to accompany the forms.	1	100.00	100.00
3/18/2025	Sr. Env. Scientist	SWFWMD RAI response.	1	150.00	150.00
3/27/2025	Sr. Env. Scientist	RAI response and coordination with the engineers.	2	150.00	300.00
3/28/2025	Sr. Env. Scientist	Addressed RAI comments.	3	150.00	450.00
	Reimb Group				
	Copying Expense	Photocopies/Black & White	5	0.25	1.25
	Color Copies	Photocopies/Color	3	0.50	1.50
		Total Reimbursable Expenses			2.75

Total $1,065.25

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 24-2514.1 7/9/2024	Inv. # 24-2514.2 9/13/2024	Inv. # 25-2514.1 1/22/2025	Inv. # 25-2514.2 03/05/2025	Inv. # 25-2514.3 06/03/2025	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25	$793.75	$11,250.00	$375.00			$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$793.75**	**$11,250.00**	**$375.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	33%	$20,095.00			$2,406.25	$6,436.25	$1,062.50	$9,905.00
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00						$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00						$0.00
CO #1 TOTAL	**$36,500.00**	**27%**	**$26,595.00**	**$0.00**	**$0.00**	**$2,406.25**	**$6,436.25**	**$1,062.50**	**$9,905.00**
T&M & CO #1 TOTAL	**$66,500.00**	**34%**	**$44,176.25**	**$793.75**	**$11,250.00**	**$2,781.25**	**$6,436.25**	**$1,062.50**	**$22,323.75**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C							$87.09	$2.75	$89.84
GRAND TOTAL	**$66,500.00**		**$44,176.25**	**$793.75**	**$11,250.00**	**$2,781.25**	**$6,523.34**	**$1,065.25**	**$22,413.59**

Shaded Columns = Paid Invoices

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
6/10/2025	25-2514.4

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		2,956.25	2,956.25
	Reimb Group				
	Copying Expense	Photocopies/Black & White	5	0.25	1.25
	Color Copies	Photocopies/Color	4	0.50	2.00
		Total Reimbursable Expenses			3.25
				Total	$2,959.50

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 24-2514.2 9/13/2024	Inv. # 25-2514.1 1/22/2025	Inv. # 25-2514.2 03/05/2025	Inv. # 25-2514.3 06/03/2025	Inv. # 25-2514.4 06/10/2025	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25	$11,250.00	$375.00				$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$11,250.00**	**$375.00**	**$0.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	43%	$17,138.75		$2,406.25	$6,436.25	$1,062.50	$2,956.25	$12,861.25
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00						$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00						$0.00
CO #1 TOTAL	**$36,500.00**	**35%**	**$23,638.75**	**$0.00**	**$2,406.25**	**$6,436.25**	**$1,062.50**	**$2,956.25**	**$12,861.25**
T&M & CO #1 TOTAL	**$66,500.00**	**38%**	**$41,220.00**	**$11,250.00**	**$2,781.25**	**$6,436.25**	**$1,062.50**	**$2,956.25**	**$25,280.00**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C						$87.09	$2.75	$3.25	$93.09
GRAND TOTAL	**$66,500.00**		**$41,220.00**	**$11,250.00**	**$2,781.25**	**$6,523.34**	**$1,065.25**	**$2,959.50**	**$25,373.09**

Shaded Columns = Paid Invoices

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
7/25/2025	25-2514.5

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		1,410.00	1,410.00
			Total		$1,410.00

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 25-2514.3 06/03/2025	Inv. # 25-2514.4 06/10/2025	Inv. # 25-2514.5 07/25/2025	Inv. # 25-2514.6	Inv. # 25-2514.7	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25						$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	48%	$15,728.75	$1,062.50	$2,956.25	$1,410.00			$14,271.25
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00						$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00						$0.00
CO #1 TOTAL	**$36,500.00**	**39%**	**$22,228.75**	**$1,062.50**	**$2,956.25**	**$1,410.00**	**$0.00**	**$0.00**	**$14,271.25**
T&M & CO #1 TOTAL	**$66,500.00**	**40%**	**$39,810.00**	**$1,062.50**	**$2,956.25**	**$1,410.00**	**$0.00**	**$0.00**	**$26,690.00**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C				$2.75	$3.25				$93.09
GRAND TOTAL	**$66,500.00**		**$39,810.00**	**$1,065.25**	**$2,959.50**	**$1,410.00**	**$0.00**	**$0.00**	**$26,783.09**

Shaded Columns = Paid Invoices

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
8/22/2025	25-2514.6

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		12,518.75	12,518.75
			Total		$12,518.75

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 25-2514.3 06/03/2025	Inv. # 25-2514.4 06/10/2025	Inv. # 25-2514.5 07/25/2025	Inv. # 25-2514.6 08/22/2025	Inv. # 25-2514.7	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25						$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	89%	$3,210.00	$1,062.50	$2,956.25	$1,410.00	$12,518.75		$26,790.00
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00						$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00						$0.00
CO #1 TOTAL	**$36,500.00**	**73%**	**$9,710.00**	**$1,062.50**	**$2,956.25**	**$1,410.00**	**$12,518.75**	**$0.00**	**$26,790.00**
T&M & CO #1 TOTAL	**$66,500.00**	**59%**	**$27,291.25**	**$1,062.50**	**$2,956.25**	**$1,410.00**	**$12,518.75**	**$0.00**	**$39,208.75**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C				$2.75	$3.25				$93.09
GRAND TOTAL	**$66,500.00**		**$27,291.25**	**$1,065.25**	**$2,959.50**	**$1,410.00**	**$12,518.75**	**$0.00**	**$39,301.84**

Shaded Columns = Paid Invoices

Water Resource Associates LLC
12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
10/15/2025	25-2514.7

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		6,500.00	6,500.00
	Reimb Group				
9/5/2025	Co. Truck - Milea...	LSS	204	0.70	142.80
		Total Reimbursable Expenses			142.80
				Total	$6,642.80

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 25-2514.6 08/22/2025	Inv. # 25-2514.7 10/14/2025	Inv. # 25-2514.8	Inv. # 25-2514.9	Inv. # 25-2514.10	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25						$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	89%	$3,210.00	$12,518.75					$26,790.00
TASK B. 100% Gopher Tortoise Survey	$3,500.00	100%	$0.00		$3,500.00				$3,500.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	100%	$0.00		$3,000.00				$3,000.00
CO #1 TOTAL	**$36,500.00**	**91%**	**$3,210.00**	**$12,518.75**	**$6,500.00**	**$0.00**	**$0.00**	**$0.00**	**$33,290.00**
T&M & CO #1 TOTAL	**$66,500.00**	**69%**	**$20,791.25**	**$12,518.75**	**$6,500.00**	**$0.00**	**$0.00**	**$0.00**	**$45,708.75**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C					$142.80				$235.89
GRAND TOTAL	**$66,500.00**		**$20,791.25**	**$12,518.75**	**$6,642.80**	**$0.00**	**$0.00**	**$0.00**	**$45,944.64**

Shaded Columns = Paid Invoices

GRAYROBINSON

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

April 11, 2024
FILE # 29466 - 1

Invoice # 11210190
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 6,710.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 6,710.00**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

03/05/24	TRS	EXCHANGING EMAIL CORRESPONDENCE WITH KEVIN WALSH REGARDING TWA LANDSWAP TIMING CONCERN AND SCHOOL AGREEMENT FOLLOW UP.	0.60
03/07/24	TRS	CONFERENCES REGARDING NEXT STEPS WITH OSCEOLA SCHOOL DISTRICT; WORKING ON LAND SWAP ARGUMENTS AND REVISIONS TO OSCEOLA COUNTY WITH RESPECT TO SAME.	1.10
03/08/24	TRS	TELEPHONE CONFERENCES WITH OSCEOLA SCHOOL DISTRICT AND KEVIN WALSH REGARDING VARIOUS ISSUES WITH SCHOOL AGREEMENT FOLLOWING DISTRICT'S DECISION NOT TO PURCHASE SITE.	0.70
03/08/24	TRS	PREPARING REVISIONS TO LAND SWAP RESPONSE AND ARGUMENTS BASED UPON PRIOR AGREEMENTS; EMAIL CORRESPONDENCE WITH CRAIG PERRY AND KEVIN WALSH REGARDING SAME.	0.80
03/11/24	TRS	EMAIL CORRESPONDENCE REGARDING VARIOUS PROJECT MATTERS.	0.40
03/12/24	TRS	TELEPHONE CONFERENCE WITH CRAIG PERRY AND KEVIN WALSH REGARDING LAND SWAP AND TRANSPORTATION AGREEMENTS.	0.40
03/13/24	TRS	FINALIZING DETAILED EMAIL CORRESPONDENCE TO OSCEOLA COUNTY REGARDING LAND SWAP.	0.70
03/14/24	TRS	CONFERRING WITH KEVIN WALSH; REVIEWING PRIOR DRAFTS OF TRANSPORTATION TERM SHEET.	0.70
03/21/24	TRS	CONFERRING WITH KEVIN WALSH REGARDING PROJECT MATTERS.	0.30
03/21/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM KEVIN WALSH WITH REFERENCES FROM METRO TO HOUSE BILL 479; BEGIN REVIEW AND ANALYSIS OF SAME.	0.30
03/25/24	TRS	TELEPHONE CONFERENCE WITH KEVIN WALSH; REVIEWING PENDING CHANGES TO STATE LEGISLATION ON IMPACT FEES AND MOBILITY FEES; OBTAINING AND REVIEWING MARCH 28TH ST. CLOUD CITY COUNCIL AGENDA AND STAFF REPORT PACKAGE; EMAIL CORRESPONDENCE TO PROJECT TEAM REGARDING SAME.	0.80
03/26/24	TRS	CONFERRING WITH CRAIG PERRY AND KEVIN WALSH REGARDING RECENT STATE LEGISLATION REGARDING IMPACT FEES AND MOBILITY FEES; REVIEWING LEGISLATIVE HISTORY REGARDING SAME; EMAIL CORRESPONDENCE REGARDING SAME AND STRATEGY FOR MEETING WITH	0.80

		OSCEOLA COUNTY AND ADJACENT OWNER.	
03/28/24	TRS	PREPARING FOR AND ATTENDING ST. CLOUD CITY COUNCIL HEARING APPROVING ADOPTION OF LAND USE AND ZONING CHANGES; MEETING WITH KEVIN WALSH REGARDING TRANSPORTATION AGREEMENTS AND RELATED MATTERS.	3.20
03/28/24	TRS	REVIEWING EMAIL CORRESPONDENCE AND RELATED DOCUMENTATION FROM MEETING WITH SENIOR OSCEOLA COUNTY STAFF.	0.80
03/29/24	TRS	TELEPHONE CONFERENCE WITH KEVIN WALSH REGARDING VARIOUS PROJECT MATTERS; REVIEWING WATERLINE AGREEMENT AND RELATED DOCUMENTATION.	0.60

Current Fees: $ 6,710.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	12.20	$ 6,710.00
	12.20	$ 6,710.00

Utilities: $ 330.00

Road and Drainage $ 330.00

GRAYROBINSON

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Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

May 17, 2024
FILE # 29466 - 1

Invoice # 11218138
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 11,660.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 11,660.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

04/02/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM OSCEOLA COUNTY REGARDING LAND SWAP; REVIEWING PRIOR DOCUMENTS RELATED TO SAME.	0.80
04/03/24	TRS	PREPARING REVISIONS TO TRI-PARTY AGREEMENT; PREPARING FOR AND ATTENDING MEETING WITH PROJECT TEAM TO DISCUSS SAME AND OTHER PROJECT RELATED MATTERS.	2.20
04/05/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT; TELEPHONE CONFERENCE WITH KEVIN WALSH REGARDING SAME.	0.80
04/05/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY ON WHETHER TO INCLUDE PERFORMANCE BOND; REVIEW AND ANALYSIS OF SAME IN CONTEXT OF AGREEMENT.	0.40
04/09/24	TRS	CONFERRING WITH KEVIN WALSH REGARDING VARIOUS PROJECT MATTERS.	0.30
04/09/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT; EMAIL CORRESPONDENCE TO SCHOOL DISTRICT COUNSEL.	0.60
04/10/24	TRS	WORKING ON VARIOUS REVISIONS TO EXHIBITS TO TRI-PARTY AGREEMENT.	0.80
04/11/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT.	0.80
04/11/24	TRS	OBTAINING AND REVIEWING MINUTES OF SCHOOL BOARD MEETING; CONFERRING WITH OFFICE OF SCHOOL DISTRICT'S GENERAL COUNSEL.	0.60
04/12/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT.	1.30
04/15/24	TRS	FURTHER REVIEW AND ANALYSIS OF WATERLIN AGREEMENT; WORKING ON REVISIONS TO TRI-PARTY AGREEMENT.	2.50
04/15/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY WITH PERFORMANCE BOND AND RELATED EXHIBIT INFORMATION.	0.80
04/16/24	TRS	FINALIZING REVISIONS TO TRI-PARTY AGREEMENT AND EMAIL CORRESPONDENCE TRANSMITTING SAME TO PROJECT TEAM.	1.80
04/17/24	TRS	EXCHANGING EMAIL CORRESPONDENCE REGARDING PROJECT MATTERS.	0.20
04/19/24	TRS	REVIEWING TRI-PARTY AGREEMENT IN PREPARATION FOR CONFERENCE CALL WITH PROJECT TEAM; CONFERENCE CALL WITH PROJECT TEAM REGARDING SAME AND OTHER	1.10

		PROJECT RELATED MATTERS.	
04/19/24	TRS	REVIEWING SCHOOL STAFF REPORTS AND SCHOOL AGREEMENT WITH AMENDMENTS IN PREPARATION FOR DRAFTING CANCELLATION LETTER.	0.80
04/19/24	TRS	REVIEWING FEBRUARY 27TH SCHOOL DISTRICT BOARD MEETING MINUTES AND EMAIL CORRESPONDENCE TO PROJECT TEAM REGARDING SAME.	0.20
04/21/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY REGARDING SCHOOL SITE ISSUES; WORKING ON DRAFT LETTER TO SCHOOL DISTRICT.	0.90
04/22/24	TRS	REVIEWING SCHOOL BOARD ISSUES; TELEPHONE CONFERENCE WITH OFFICE OF GENERAL COUNSEL.	0.70
04/24/24	TRS	CONFERRING WITH KEVIN WALSH REGARDING QUESTIONS ON LEGAL DESCRIPTION PENDING COUNTY LAND SWAP FOR VARIOUS AGREEMENTS; REVIEWING SKETCHES OF DESCRIPTION IN CONNECTION WITH SAME.	0.60
04/25/24	TRS	REVIEWING PRIVATE PARTY DEVELOPMENT AGREEMENT TEMPLATES IN CONNECTION WITH METRO/WATERLIN; REVIEWING TRI-PARTY AGREEMENT IN CONNECTION WITH SAME; TELEPHONE CONFERENCE WITH OFFICE OF SCHOOL DISTRICT GENERAL COUNSEL; CONFERRING WITH KEVIN WALSH REGARDING PROJECT MATTERS.	1.50
04/30/24	TRS	REVIEWING PRIVATE PARTY DEVELOPMENT AGREEMENT ISSUES AND SAMPLE DOCUMENTS; REVIEWING MOST RECENT DRAFT OF WATERLIN AND TRI-PARTY AGREEMENTS IN CONNECTION WITH SAME.	1.50

Current Fees: $ 11,660.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	21.20	$ 11,660.00
	21.20	$ 11,660.00

Road and Drainage : $ 8,415.00

GRAYROBINSON

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Post Office Box 3068
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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

June 10, 2024
FILE # 29466 - 1

Invoice # 11221591
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 15,565.00
CURRENT DISBURSEMENTS:	$ 62.72
CURRENT BALANCE DUE:	**$ 15,627.72**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

05/02/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM KEVIN WALSH WITH DRAFT TOHO AGREEMENT; EMAIL CORRESPONDENCE REGARDING SCHOOL TERMINATION LETTER; REVIEWING UNDERLYING AGREEMENTS AND STAFF REPORTS IN CONNECTION WITH SAME.	1.10
05/03/24	TRS	ATTENDING PROJECT TEAM STATUS CALL; FINALIZING DRAFTING OF SCHOOL TERMINATION LETTER; REVIEWING ORIGINAL PURCHASE AGREEMENT, AMENDMENTS TO SAME, MINUTES OF SCHOOL BOARD MEETINGS AND RELATED STAFF REPORTS IN CONNECTION WITH SAME; EMAIL CORRESPONDENCE REGARDING SAME.	1.80
05/04/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY.	0.10
05/06/24	TRS	FINALIZING CORRESPONDENCE TO SCHOOL BOARD AND OTHERS, VARIOUS EMAIL MESSAGES REGARDING PROJECT MATTERS.	0.80
05/06/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM KEVIN WALSH WITH FINAL WATERLINE AGREEMENT; REVIEWING SAME.	0.70
05/07/24	TRS	PREPARING FOR AND ATTENDING MEETING WITH CRAIG PERRY, DEAN PERRY AND KEVIN WALSH REGARDING VARIOUS PROJECT MATTERS, REVIEWING TRANSPORTATION AGREEMENT; REVIEWING WATERLINE AGREEMENT; REVIEWING UTILITY AGREEMENT IN CONNECTION WITH SAME.	2.80
05/08/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT; WORKING ON INITIAL DRAFTING OF METRO AGREEMENT.	1.60
05/10/24	TRS	MULTIPLE TELEPHONE CONFERENCES REGARDING SCHOOL SITE AND RELATED MATTERS.	0.80
05/13/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT; WORKING ON AGREEMENT WITH METRO.	1.80
05/14/24	TRS	WORKING ON TRI-PARTY AGREEMENT; WORKING ON METRO AGREEMENT; CONFERRING WITH CRAIG PERRY; EMAIL CORRESPONDENCE REGARDING PROJECT MATTERS.	1.70
05/15/24	TRS	CONFERRING WITH CDD COUNSEL; WORKING ON TRI-PARTY AGREEMENT.	0.80
05/15/24	TRS	EXCHANGING EMAIL CORRESPONDENCE REGARDING TOHO AGREEMENTS.	0.40
05/16/24	TRS	WORKING ON TRI-PARTY AGREEMENT.	1.70

05/16/24	TRS	EMAIL CORRESPONDENCE REGARDING INTERLOCAL CDD AGREEMENT AND RELATED MATTERS.	0.40
05/16/24	TRS	REVIEWING DRAFT FORCE MAIN AGREEMENT.	0.60
05/17/24	TRS	WORKING ON TRI-PARTY AGREEMENT.	1.50
05/18/24	TRS	REVIEWING UPDATED INTERLOCAL AGREEMENT AND EMAIL CORRESPONDENCE REGARDING SAME.	0.70
05/19/24	TRS	EMAIL CORRESPONDENCE REGARDING VARIOUS AGREEMENTS.	0.30
05/20/24	TRS	CONFERENCES REGARDING INTERLOCAL AGREEMENT AND TRI-PARTY AGREEMENT; EMAIL CORRESPONDENCE REGARDING PROJECT MATTERS.	0.70
05/22/24	TRS	REVIEWING DRAFT INTERLOCAL AGREEMENT; EMAIL CORRESPONDENCE REGARDING SAME.	0.60
05/23/24	TRS	WORKING ON TRI-PARTY AGREEMENT REVISIONS.	1.00
05/23/24	TRS	REVIEWING UPDATES TO INTERLOCAL AGREEMENT WITH CDDS.	0.80
05/24/24	TRS	ATTENDING TEAMS MEETING REGARDING CDD AND INTERLOCAL AGREEMENT FOR ROAD AND UTILITY IMPROVEMENTS; ADDITIONAL CONFERENCES REGARDING TRI-PARTY AGREEMENT; WORKING ON REVISIONS TO SAME.	2.60
05/24/24	TRS	CONFERENCES WITH SCHOOL BOARD GENERAL COUNSEL; CONFERRING WITH CRAIG PERRY AND KEVIN WALSH; EMAIL CORRESPONDENCE WITH SCHOOL COUNSEL REGARDING BASIC TERMS FOR FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT.	0.50
05/27/24	TRS	FINALIZING REVISIONS TO TRI-PARTY AGREEMENT; PREPARING EMAIL CORRESPONDENCE TO PROJECT TEAM REGARDING SAME.	1.80
05/29/24	TRS	REVIEWING COMMENTS TO DRAFT TRI-PARTY AGREEMENT FROM CRAIG PERRY AND BEGIN REVISING SAME.	0.70

Current Fees: $ 15,565.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	28.30	$ 15,565.00
	28.30	$ 15,565.00

Utilities: $ 1,540.00

Road and Drainage: $ 12,045.00

Disbursements:

05/06/24	Express Mail	$ 13.84
05/06/24	Express Mail	$ 13.84
05/06/24	Express Mail	$ 13.84
05/06/24	Express Mail	$ 13.84
05/06/24	Postage and Handling	$ 7.36
	Current Disbursements:	$ 62.72

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

August 3, 2024
FILE # 29466 - 1

Invoice # 11233960
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 10,740.89
CURRENT FEES:	$ 3,491.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 3,491.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 14,231.89**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

07/03/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING UPDATED TRI-PARTY AGREEMENT; BRIEF REVIEW OF LINK WITH VARIOUS EXHIBITS.	0.40
07/09/24	TRS	TELEPHONE CONFERENCE WITH CRAIG PERRY AND KEVIN WALSH REGARDING DISPUTE WITH SCHOOL DISTRICT AND OTHER PROJECT RELATED MATTERS.	0.40
07/10/24	JB	CONFERRING WITH TITLE COMPANY RE: CONTRACT TERMINATION MATTERS AND INSURABILITY OF TRANSACTION.	0.50
07/11/24	JB	EXCHANGING EMAILS WITH TITLE UNDERWRITE REGARDING INSURABILITY OF TRANSACTION.	0.20
07/12/24	TRS	CONFERENCE CALL WITH CRAIG PERRY AND JERE EARLYWINE REGARDING CDD AGREEMENT.	0.50
07/12/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING DEVELOPER'S AGREEMENT APPLICATION SUBMITTAL.	0.20
07/13/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM OSCEOLA COUNTY; CONFIRMING SUFFICIENCY OF DEVELOPMENT AGREEMENT SUBMITTAL.	0.10
07/14/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM JERE EARLYWINE WITH REVISED CDD INTERLOCAL AGREEMENT	0.50
07/18/24	TRS	REVIEW EMAIL CORRESPONDENCE REGARDING REVISED INTERLOCAL AGREEMENT.	0.10
07/18/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM JO THACKER REGARDING FORCE MAIN AGREEMENT.	0.30
07/19/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM NICK HARTLEY AT OSCEOLA COUNTY WITH COMMENTS TO TRI-PARTY AGREEMENT; BRIEF REVIEW OF SAME.	0.40
07/19/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING REVISED INTERLOCAL AGREEMENT BETWEEN COMMUNITY DEVELOPMENT DISTRICTS.	0.10
07/22/24	TRS	FOLLOW UP WITH TITLE UNDERWRITER REGARDING INTERPRETATION OF SCHOOL AGREEMENT TERMINATION.	0.20
07/23/24	JB	CONFERRING WITH TITLE UNDERWRITER RE: REQUIREMENTS FOR INSURING OVER SCHOOL BOARD CONTRACT; CONFERRING WITH TOM SULLIVAN RE: SAME.	0.50
07/23/24	TRS	CONFERRING REGARDING QUESTIONS FROM TITLE UNDERWRITER ON SCHOOL AGREEMENT; REVIEWING BACKGROUND INFORMATION	0.60

		RELATED TO SAME.	
07/23/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING REVISED INTERLOCAL AND ENGINEER'S REPORT.	0.30
07/24/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING EDGEWATER FORCE MAIN; EXCHANGING MESSAGES WITH KEVIN WALSH.	0.30
07/24/24	TRS	REVIEWING TOHO ASSESSMENT METHODOLOGY.	0.50
07/25/24	TRS	TELEPHONE CONFERENCE WITH KEVIN WALSH; REVIEWING EMAIL CORRESPONDENCE REGARDING UTILITY AGREEMENT.	0.40

Current Fees: $ 3,491.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	5.30	$ 2,915.00
Bankowitz, Jeffrey	1.20	$ 576.00
	6.50	$ 3,491.00

Utilities: $ 825.00

Road and Drainage: $ 1,265.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

September 18, 2024
FILE # 29466 - 1

Invoice # 11243815
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 2,944.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 2,944.00**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT

To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

08/08/24	TRS	Conferring with Kevin Walsh regarding project matters.	0.30
08/15/24	TRS	Meeting with Kevin Walsh regarding utility agreement matters; review and analysis of force main agreement with Edgewater CDD as constructing party.	1.60
08/19/24	TRS	Email correspondence with Kevin Walsh regarding force main construction agreement; reviewing current draft of same and begin working on utility agreement for Bella Terra construction of Kissimmee Park Road utilities.	1.60
08/21/24	TRS	Reviewing multiple email messages regarding comments to force main construction agreement for Kissimmee Park Road for Edgewater; working on utility agreement.	0.60
08/23/24	TRS	Reviewing email correspondence with comments from St. Cloud and Osceola County to tri-party agreement and reviewing same.	0.50

Current Fees: $ 2,944.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	4.60	$ 2,944.00
	4.60	$ 2,944.00

Utilities: $2,432.00

Road and Drainage: $320.00

GRAYROBINSON

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Post Office Box 3068
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Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

September 18, 2024
FILE # 29466 - 2

Invoice # 11243826
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 6,976.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 6,976.00**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

08/20/24	TRS	Working on utility agreement for Kissimeee Park Road.	1.30
08/21/24	TRS	Working on utility agreement for Kissimmee Park Road.	1.40
08/22/24	TRS	Finalizing draft utility agreement; email correspondence to Craig Perry and Kevin Walsh regarding same.	1.80
08/26/24	TRS	Exchanging email correspondence with Kevin Walsh regarding utility agreement matters.	0.20
08/27/24	TRS	Email correspondence with Kevin Walsh regarding utility agreement.	0.20
08/28/24	TRS	Meeting with Kevin Walsh regarding utility agreement matters; begin working on revisions to same.	2.40
08/29/24	TRS	Working on utility agreement.	1.00
08/30/24	TRS	Working on utility agreement matters.	1.00
08/31/24	TRS	Continued work on utility agreement; preparing detailed email correspondence to Kevin Walsh regarding clarifications needed with respect to same.	1.60

Current Fees: $ 6,976.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	10.90	$ 6,976.00
	10.90	$ 6,976.00

Utilities: $ 6,976.00

GRAYROBINSON

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Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

October 15, 2024
FILE # 29466 - 1

Invoice # 11249028
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 2,944.00
CURRENT FEES:	$ 3,776.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 3,776.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 6,720.00**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

09/03/24	TRS	Conferring with Kevin Walsh regarding utility agreements referencing flows as cost share metric; reviewing various agreement in connection with same.	0.60
09/04/24	TRS	Reviewing email correspondence from Jo Thacker regarding updated force main agreement.	0.40
09/12/24	TRS	Reviewing email correspondence from Jo Thacker with updated force main agreement and reviewing same.	0.60
09/17/24	TRS	Conferring with Kevin Walsh; email correspondence regarding recorded Waterline agreement with exhibits.	0.40
09/19/24	TRS	Email correspondence from Kevin Walsh regarding comments to force main agreement.	0.30
09/19/24	TRS	Reviewing email correspondence from Craig Perry with second submittal of tri-party agreement and reviewing updates to same.	0.90
09/20/24	TRS	Conferring with Craig Perry regarding project matters; reviewing email correspondence regarding force main agreement provisions.	0.80
09/23/24	TRS	Email correspondence regarding various force main provisions.	0.30
09/24/24	TRS	Email correspondence regarding various provisions in force main agreement.	0.30
09/25/24	TRS	Email correspondence regarding various provisions and force main agreement.	0.30
09/26/24	TRS	Reviewing revisions to force main agreement and email correspondence regarding same.	0.60
09/27/24	TRS	Reviewing email correspondence regarding force main agreement provisions.	0.40

Current Fees: $ 3,776.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	5.90	$ 3,776.00
	5.90	$ 3,776.00

Utilities: $ 2,944.00

Road and Drainage: $ 832.00

GRAYROBINSON

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

October 15, 2024
FILE # 29466 - 2

Invoice # 11249044
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 6,976.00
CURRENT FEES:	$ 9,408.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 9,408.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 16,384.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

09/05/24	TRS	Working on Kissimmee Park Road utility agreement.	0.80
09/06/24	TRS	Working on revisions to Kissimmee Park Road utility agreement.	1.10
09/09/24	TRS	Finalizing revisions to Kissimmee Park Road utility agreement; email correspondence with Kevin Walsh and Craig Perry regarding same.	2.20
09/13/24	TRS	Meeting with Kevin Walsh regarding Kissimmee Park Road utility agreement and begin working on revisions to same.	2.90
09/16/24	TRS	Working on multiple revisions to Kissimmee Park Road utility agreement; conferring with Kevin Walsh.	1.80
09/17/24	TRS	Preparing revisions to Kissimmee Park Road Utility Agreement; preparing email correspondence transmitting same to Craig Perry and Kevin Walsh.	2.60
09/18/24	TRS	Reviewing Kissimmee Park Road utility agreement in preparation for discussion on same.	0.90
09/18/24	TRS	Reviewing sketches and legals for BTI segment.	0.30
09/19/24	TRS	Attending teams meeting regarding final edits to Kissimmee Park Road utility agreement; preparing revisions to same; email correspondence with Kevin Walsh regarding same.	1.80
09/20/24	TRS	Email correspondence transmitting Kissimmee Park Road utility construction agreement.	0.30

Current Fees: $ 9,408.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	14.70	$ 9,408.00
	14.70	$ 9,408.00

Utilities: $ 9,408.00

GRAYROBINSON

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Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

November 7, 2024
FILE # 29466 - 1

Invoice # 11253045
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 6,720.00
CURRENT FEES:	$ 6,730.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 6,730.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 13,450.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

10/11/24	JB	Reviewing email correspondence re: lender's request for additional provisions to be inserted into county agreements.	0.40
10/11/24	TRS	Email correspondence regarding proposed lender language.	0.40
10/14/24	TRS	Email correspondence regarding revised exhibits to TOHO and developer services agreements.	0.40
10/14/24	JB	Reviewing loan agreement provisions re: development obligations; exchanging emails with Tom Sullivan re: same.	0.40
10/15/24	JB	Reviewing draft utility agreement and proposed revisions requested by lender; conferring with Tom Sullivan re: same.	0.40
10/15/24	TRS	Email correspondence with Craig Perry regarding proposed language from lender; review and analysis of same; telephone conference with Craig Perry.	0.70
10/16/24	TRS	Detailed review of proposed lender changes to agreements; telephone conference with Craig Perry regarding same; email correspondence with St. Cloud city attorney regarding same.	1.80
10/17/24	TRS	Reviewing updated Tri-Party Agreement and email correspondence to Osceola County.	0.80
10/17/24	TRS	Email correspondence with Craig Perry regarding lender requested language issues.	0.60
10/18/24	TRS	Reviewing email correspondence regarding comments to force main construction agreement.	0.30
10/18/24	TRS	Reviewing email correspondence from Jo Thacker regarding updated force main construction agreement; brief review of same.	0.50
10/22/24	TRS	Reviewing email correspondence regarding re submittal to St. Cloud and Osceola County; brief review of updates.	0.40
10/25/24	TRS	Email correspondence regarding force main construction agreement.	0.30
10/29/24	TRS	Telephone conference with Kevin Walsh regarding Edgewater East construction easement needed in advance of executing utility agreement; begin working on same.	0.80
10/30/24	TRS	Conferring with Kevin Walsh; working on temporary construction easement document; reviewing updated exhibits.	0.90
10/31/24	TRS	Conferring with Kevin Walsh regarding Temporary Construction Easement; working on revisions to same; email correspondence regarding same.	1.50

Current Fees: $ 6,730.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	9.40	$ 6,016.00
Bankowitz, Jeffrey	1.20	$ 714.00
	10.60	$ 6,730.00

Utilities: $ 3,520.00

Road and Drainage: $ 512.00

GRAYROBINSON

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Post Office Box 3068
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Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

December 11, 2024
FILE # 29466 - 1

Invoice # 11259460
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 2,880.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 2,880.00**

0139

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To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

11/01/24	TRS	Telephone conferences with Kevin Walsh regarding Temporary Construction Easement; preparing revisions to same; email correspondence regarding same.	1.10
11/11/24	TRS	Reviewing email correspondence with updated force main construction agreement.	0.40
11/13/24	TRS	Reviewing email correspondence from engineer with revised exhibits; reviewing same.	0.60
11/15/24	TRS	Reviewing email correspondence regarding St. Cloud comments to Tri-Party Agreement.	0.40
11/18/24	TRS	Reviewing email correspondence from St. Cloud with comments to the Tri-Party Agreement; brief review of same.	0.50
11/19/24	TRS	Reviewing email correspondence from Kevin Walsh regarding mobility fee credits question.	0.20
11/19/24	TRS	Reviewing email correspondence from Craig Perry with final execution version of Tri-Party Development Agreement; brief review of same.	0.50
11/22/24	TRS	Reviewing email correspondence regarding execution copy of force main construction agreement.	0.30
11/25/24	TRS	Reviewing email correspondence regarding execution of TWA agreement.	0.20
11/26/24	TRS	Telephone conference with Kevin Walsh regarding various matters and anticipated December 12th date for St. Cloud hearing on Developer's Agreement.	0.30

Current Fees: $ 2,880.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	4.50	$ 2,880.00
	4.50	$ 2,880.00

Utilities: $ 576.00

Road and Drainage: $ 1,088.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

January 17, 2025
FILE # 29466 - 1

Invoice # 11267393
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 7,326.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 7,326.00**

0139

CLIENT COPY

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To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

12/02/24	TRS	Reviewing email correspondence regarding Bella Terra CDD final form.	0.20
12/05/24	TRS	Email correspondence regarding project matters; begin reviewing easement comments.	0.40
12/06/24	TRS	Email correspondence regarding BTI easement revisions; reviewing same.	0.70
12/09/24	TRS	Attending teams meeting with Craig Perry and Kevin Walsh regarding BTI easement; review and analysis of revisions to same in comparison with prior versions.	1.30
12/09/24	TRS	Preparing revisions to Temporary Construction Easement with BTI.	0.80
12/10/24	TRS	Email correspondence regarding temporary construction easement; conferring regarding same.	0.40
12/10/24	TRS	Reviewing email correspondence regarding TOHO agreement.	0.10
12/12/24	TRS	Email correspondence regarding temporary construction easement with BTI.	0.60
12/13/24	TRS	Telephone conferences with Craig Perry and Kevin Walsh regarding December 12th St. Cloud City Commission meeting and issues with mayor removing Tri-Party Agreement from consent agenda; telephone conferences with office of Dan Mantzaris (St. Cloud City Attorney) regarding same.	0.80
12/16/24	TRS	Multiple telephone conferences regarding issues with St. Cloud mayor on mobility fee credit agreement.	0.80
12/17/24	TRS	Telephone conferences regarding St. Cloud mayor issues.	0.60
12/18/24	CLC	Telephone call with Tom Sullivan re: St. Cloud land use issue and Mayor meeting.	0.20
12/18/24	TRS	Multiple telephone conferences regarding St. Cloud mayor issues; reviewing email correspondence regarding same.	1.10
12/19/24	TRS	Reviewing email correspondence regarding Kissimmee Park Road force main.	0.30
12/20/24	TRS	Conferences regarding mayor's objection to mobility fee credits and related matters.	0.70
12/20/24	TRS	Reviewing email correspondence regarding offsite force main issue.	0.30
12/20/24	TRS	Telephone conference with counsel for school district; reviewing December school district hearing details; telephone conferences with Craig Perry and Kevin Walsh regarding same.	1.30
12/30/24	TRS	Reviewing email correspondence from Joey Milan regarding school district issues; begin work on revisions to same.	0.80

Current Fees: $ 7,326.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	11.20	$ 7,168.00
Carmody, Chris L.	0.20	$ 158.00
	11.40	$ 7,326.00

Utilities: $ 2,752.00

Road and Drainage: $ 3,230.00

GRAYROBINSON

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Post Office Box 3068
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Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

February 24, 2025
FILE # 29466 - 1

Invoice # 11274603
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 13,696.00
CURRENT DISBURSEMENTS:	$ 79.25
CURRENT BALANCE DUE:	**$ 13,775.25**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

01/06/25	TRS	Conferring with Craig Perry.	0.10
01/07/25	TRS	Telephone conference with Craig Perry and Kevin Walsh regarding response to action by School District; working on same; reviewing prior correspondence.	1.70
01/08/25	TRS	Conferring with Craig Perry and Kevin Walsh regarding St. Cloud strategy matters.	0.40
01/08/25	TRS	Finalizing correspondence to School Board; conferences regarding same.	1.10
01/14/25	TRS	Telephone conferences with Craig Perry regarding various portions of Tri-Party Agreement.	0.60
01/22/25	TRS	Conferring with Craig Perry regarding project matters.	0.30
01/22/25	TRS	Reviewing email correspondence regarding Kissimmee Park Road regarding force main matters.	0.20
01/23/25	TRS	Reviewing email correspondence regarding Kissimmee Park Road force main matters; additional correspondence regarding St. Cloud and Tri-Party Agreement.	0.80
01/23/25	TRS	Begin reviewing mobility fee ordinance in connection with Mayor raised issues.	1.70
01/24/25	TRS	Telephone conference with Craig Perry regarding project strategy matters.	0.30
01/24/25	TRS	Preparing email correspondence to Mayor Robertson requesting meeting on Tri-Party Agreement.	0.30
01/25/25	TRS	Email correspondence with Mayor Robertson; additional email correspondence with Craig Perry and Kevin Walsh.	0.30
01/26/25	TRS	Email correspondence with Craig Perry and Kevin Walsh regarding strategy for lobbying meetings.	0.20
01/27/25	TRS	Reviewing mobility fee credit ordinance and annexation agreement and related documentation in preparation for meeting with Mayor Robertson; telephone conference with Craig Perry and Kevin Walsh regarding project matters.	2.20
01/28/25	TRS	Preparing for and attending lengthy meeting with St. Cloud mayor at St. Cloud City Hall; conferences with Craig Perry and Kevin Walsh regarding project matters and strategy for approval.	5.50
01/29/25	TRS	Conferring with Kevin Walsh regarding Tri-Party Agreement; calls to office of City and County Attorneys regarding same; reviewing updated language following meeting with St. Cloud mayor.	1.10
01/29/25	TRS	Exchanging email correspondence with St. Cloud administration staff regarding meeting with council members.	0.40
01/29/25	TRS	Conferring with Craig Perry and Kevin Walsh; revising agreement and reviewing revisions by others to same.	0.80
01/30/25	TRS	Multiple telephone conferences regarding revisions to Tri-	1.90

		Party Agreement and various other project and political issues; email correspondence regarding same; reviewing revised language.	
01/31/25	TRS	Reviewing revised agreement language; conferring with project team regarding same; conferring with City Attorney regarding same.	1.10
01/31/25	TRS	Conferring with office of County Attorney regarding scheduling matters for Tri-Party Agreement.	0.40

Current Fees: $ 13,696.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	21.40	$ 13,696.00
	21.40	$ 13,696.00

Disbursements:

01/08/25	Express Mail	$ 15.60
01/08/25	Express Mail	$ 15.60
01/08/25	Express Mail	$ 15.60
01/08/25	Express Mail	$ 15.60
01/08/25	Express Mail	$ 15.60
01/08/25	Postage and Handling	$ 1.25

Current Disbursements: $ 79.25

Utilities: $ 640.00

Road and Drainage: $ 5,952.00

GRAYROBINSON

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Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

March 17, 2025
FILE # 29466 - 1

Invoice # 11279209
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 13,775.25
CURRENT FEES:	$ 17,249.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 17,249.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 31,024.25**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

02/03/25	TRS	Telephone conferences with City Attorney and County Attorney's office; telephone conferences with Kevin Walsh regarding timing for Tri-Party Agreement; reviewing proposed revisions to same.	0.80
02/04/25	TRS	Email correspondence regarding Tri-Party Agreement; conferring with County Attorney's office; conferring with City Attorney; conferring with Kevin Walsh and Craig Perry.	0.90
02/05/25	TRS	Email correspondence regarding Tri-Party Agreement.	0.40
02/06/25	TRS	Email correspondence regarding Tri-Party Development Agreement matters.	0.20
02/07/25	TRS	Email correspondence with City of St. Cloud regarding meetings with Council members; additional conferences regarding project matters.	0.60
02/10/25	TRS	Attending in-person meeting with Deputy Mayor Fletcher at St. Cloud City Hall; conferring with Kevin Walsh regarding strategy matters; conferring with City Manager.	1.80
02/10/25	TRS	Reviewing February 13th St. Cloud City Council agenda package; email correspondence regarding project matters.	0.80
02/11/25	TRS	Preparing for and attending in-person meeting with Council Member Gilbert at St. Cloud City Hall.	1.80
02/11/25	TRS	Preparing for and attending in-person meeting with Council Member Urban at St. Cloud City Hall.	1.70
02/12/25	TRS	Attending teams meeting with Council Member Paul; telephone conferences with City Manager, Craig Perry and Kevin Walsh; email correspondence regarding project matters.	1.90
02/13/25	TRS	Telephone conferences regarding strategy for St. Cloud City Council hearing; preparing for same.	1.80
02/13/25	TRS	Meeting with Craig Perry and Kevin Walsh; attending St. Cloud City Council hearing approving Tri-Party Development Agreement.	4.60
02/21/25	RFS	Call with Tom re: Osceola county commission meeting requests.	0.30
02/21/25	TRS	Telephone conferences regarding project matters and upcoming March 3rd Board of County Commissioners hearing; conferring with Kevin Walsh regarding same; conferring with Robert Stuart and Osceola staff in connection with same.	0.70
02/21/25	TRS	Reviewing email correspondence regarding Kissimmee Park Road force main and related matters.	0.40
02/24/25	RFS	Review of correspondence and discussion with Stella Keiner about meeting requests. Calls to commissioners Grier and Arrington re: upcoming meeting requests.	0.40
02/24/25	TRS	Reviewing email correspondence from TOHO and Kevin	0.80

		Walsh regarding comments from legal department of TOHO.	
02/25/25	RFS	Call with commissioner Ricky booth re: project.	0.30
02/25/25	TRS	Attending teams meeting with Commissioner Booth; telephone conferences with Kevin Walsh regarding project matters.	0.80
02/25/25	TRS	Reviewing email correspondence from Kevin Walsh with comments from TOHO to utility agreement; begin review and analysis of same.	1.10
02/26/25	RFS	Call with commissioner Viviana Janer re: project. Followup call to commissioner Arrington.	1.30
02/26/25	RFS	Call with commissioner Cheryl Grier re: project.	0.30
02/26/25	TRS	Preparing for and participating in teams meeting with Commissioner Janer; additional telephone conferences with Kevin Walsh regarding project matters and March 3rd Osceola County Board of County Commissioners meeting; attending teams meeting with Commissioner Grier.	1.40
02/28/25	TRS	Attending teams meeting with Commissioner Chaudhry; reviewing agenda package for March 3rd Board of County Commissioners meeting.	1.10

Current Fees: $ 17,249.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	23.60	$ 15,104.00
Stuart, Robert F.	2.60	$ 2,145.00
	26.20	$ 17,249.00

Utilities: $ 1,472.00

Road and Drainage: $ 4,416.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

April 18, 2025
FILE # 29466 - 1

Invoice # 11287085
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 2,880.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 2,880.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

03/03/25	TRS	Preparing for and attending Osceola County Board of County Commissioners hearing with Kevin Walsh approving Tri-Party Agreement.	3.80
03/04/25	TRS	Email correspondence regarding Kissimmee Park Road force main matters.	0.20
03/21/25	TRS	Reviewing email correspondence regarding recordation of Tri-Party Agreement.	0.20
03/26/25	TRS	Reviewing email correspondence regarding dispute with School District.	0.30

Current Fees: $ 2,880.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	4.50	$ 2,880.00
	4.50	$ 2,880.00

Utilities: $ 128.00

Road and Drainage: $2,560.00

GRAYROBINSON

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Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

April 18, 2025
FILE # 29466 - 2

Invoice # 11287099
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 15,380.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 15,380.00**

0139

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WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

07/24/24	TRS	Reviewing email correspondence regarding Edgewater force main; exchanging messages with Kevin Walsh.	0.30
07/24/24	TRS	Reviewing TOHO assessment methodology.	0.50
07/25/24	TRS	Telephone conference with Kevin Walsh; reviewing email correspondence regarding utility agreement.	0.40
10/14/24	TRS	Email correspondence regarding revised exhibits to TOHO and Developer's Services Agreements.	0.40
10/18/24	TRS	Reviewing email correspondence regarding comments to force main construction agreement.	0.30
10/25/24	TRS	Email correspondence regarding force main construction agreement.	0.30
10/29/24	TRS	Telephone conference with Kevin Walsh regarding Edgewater East construction agreement needed in advance of executing utility agreement; begin working on same.	0.80
10/30/24	TRS	Conferring with Kevin Walsh; working on temporary construction easement document; reviewing updated exhibits.	0.90
10/31/24	TRS	Conferring with Kevin Walsh regarding temporary construction easement; working on revisions to same; email correspondence regarding same.	1.50
12/06/24	TRS	Email correspondence regarding BTI easement revisions; reviewing same.	0.70
12/09/24	TRS	Attending teams meeting with Craig Perry and Kevin Walsh regarding BTI easement; review and analysis of revisions to same in comparison with prior versions.	1.30
12/09/24	TRS	Preparing revisions to temporary construction easement with BTI.	0.80
12/10/24	TRS	Reviewing email correspondence regarding TOHO agreement.	0.10
12/10/24	TRS	Email correspondence regarding temporary construction easement; conferring regarding same.	0.40
12/12/24	TRS	Email correspondence regarding temporary construction easement with BTI.	0.60
12/19/24	TRS	Reviewing email correspondence regarding Kissimmee Park Road force main.	0.30
12/20/24	TRS	Reviewing email correspondence regarding off site force main issue.	0.30
02/24/25	TRS	Reviewing email correspondence from TOHO and Kevin Walsh regarding comments from legal department of TOHO.	0.80
02/25/25	TRS	Reviewing email correspondence from Kevin Walsh with comments from TOHO to utility agreement; begin review and analysis of same.	1.10
03/03/25	TRS	Conferring with Kevin Walsh regarding utility agreement	2.40

		matters; reviewing comments from TWA; working on revisions to same.	
03/04/25	TRS	Continued review of utility agreement matters.	1.30
03/06/25	TRS	Conferring regarding utility agreement matters.	0.60
03/06/25	TRS	Working on TOHO utility agreement matters; conferring with Kevin Walsh regarding same.	1.50
03/07/25	TRS	Conference call with Craig Perry and Kevin Walsh regarding TOHO agreement; reviewing and revising same.	1.80
03/11/25	TRS	Reviewing utility agreement matters and various provisions; conferences regarding same.	1.10
03/12/25	TRS	Reviewing email correspondence regarding redline of utility agreement; reviewing exhibits to same.	1.10
03/14/25	TRS	Reviewing utility agreement matters and various provisions; conferences regarding same.	0.90
03/18/25	TRS	Reviewing TOHO agreement issues and conferring regarding same.	0.80
03/26/25	TRS	Reviewing TOHO agreement issues and conferring regarding same.	0.90

Current Fees: $ 15,380.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	24.20	$ 15,380.00
	24.20	$ 15,380.00

Utilities: $ 15,380.00

GRAYROBINSON

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

May 13, 2025
FILE # 29466 - 2

Invoice # 11292855
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 7,936.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 7,936.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

04/02/25	TRS	Conferring with Craig Perry regarding utility agreement matters.	0.20
04/09/25	TRS	Conferring with Craig Perry regarding utility agreement matters.	0.20
04/15/25	TRS	Exchanging email correspondence with Kevin Walsh regarding utility agreement.	0.20
04/21/25	TRS	Reviewing last draft of utility agreement in connection with discussing same.	0.50
04/22/25	TRS	Telephone conference with Kevin Walsh regarding utility agreement matters.	0.40
04/23/25	TRS	Preparing for and attending meeting with Kevin Walsh and Craig Perry regarding utility agreement and revisions needed to same; begin working on same.	2.60
04/24/25	TRS	Working on revisions to utility agreement.	1.30
04/25/25	TRS	Working on extensive revisions to utility agreement.	1.60
04/28/25	TRS	Working on numerous revisions to utility agreement; preparing email correspondence regarding same.	2.80
04/29/25	TRS	Conferring with Kevin Walsh; email correspondence regarding utility agreement.	0.30
04/29/25	TRS	Initial review of cost share exhibits to agreement.	0.50
04/30/25	TRS	Conferring with Kevin Walsh regarding numerous revisions to utility agreement; working on same.	1.80

Current Fees: $ 7,936.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	12.40	$ 7,936.00
	12.40	$ 7,936.00

Utilities: $ 7,936.00

GRAYROBINSON

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

June 13, 2025
FILE # 29466 - 2

Invoice # 11299332
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 7,808.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 7,808.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

05/01/25	TRS	Working on numerous revisions to utility agreement.	1.10
05/01/25	TRS	Reviewing recent Kissimmee Park Road utility agreement to mirror provisions in same.	0.90
05/02/25	TRS	Conferring with Kevin Walsh regarding utility project.	0.10
05/02/25	TRS	Preparing numerous revisions to utility agreement; preparing email correspondence to project team regarding same.	2.90
05/04/25	TRS	Reviewing email correspondence regarding discussing Kissimmee Park Road utility agreement.	0.20
05/05/25	TRS	Reviewing utility agreement and exhibits; attending teams meeting regarding same; reviewing email correspondence from Craig Perry regarding same.	1.80
05/06/25	TRS	Brief telephone conference with Kevin Walsh regarding utility agreement matters.	0.10
05/20/25	TRS	Multiple telephone conferences regarding utility agreement matters.	0.40
05/21/25	TRS	Reviewing revisions to utility agreement; attending teams meeting with project team regarding same; preparing detailed transmittal email to counsel for TOHO.	2.70
05/22/25	TRS	Reviewing agreement; conferring regarding same; preparing special redline document in connection with same.	1.30
05/30/25	TRS	Reviewing draft utility agreement; exchanging email correspondence with counsel for TOHO regarding same.	0.70

Current Fees: $ 7,808.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	12.20	$ 7,808.00
	12.20	$ 7,808.00

Utilities: $ 7,808.00

GRAYROBINSON

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

July 7, 2025
FILE # 29466 - 2

Invoice # 11303078
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 7,808.00
CURRENT FEES:	$ 11,840.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 11,840.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 19,648.00**

0139

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PAYMENT IS DUE UPON RECEIPT
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Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

06/04/25	TRS	Telephone conference with Kevin Walsh regarding TOHO's delayed review of agreement and efforts to expedite same.	0.20
06/06/25	TRS	Conferring with counsel for TOHO; exchanging email correspondence regarding status of review of agreement.	0.60
06/11/25	TRS	Exchanging email correspondence with project team regarding exhibits previously provided and remaining exhibits to be completed.	0.60
06/13/25	TRS	Reviewing email correspondence from Kevin Walsh regarding comments from TOHO's counsel; reviewing response from TOHO's counsel in connection with various portions of utility agreement.	1.30
06/17/25	TRS	Attending Teams meeting with project team regarding changes needed to bifurcate Agreement; begin working on revisions to same.	2.80
06/19/25	TRS	Finalizing revisions to new Phase 1 utility agreement; exchanging email correspondence with project team regarding same.	2.30
06/20/25	TRS	Exchanging email correspondence with Craig Perry and Kevin Walsh regarding comments to Phase 1 agreement; preparing revisions based upon comments.	0.80
06/22/25	TRS	Reviewing email correspondence from Kevin Walsh regarding comments to Phase 1 agreement; begin working on edits to same.	0.60
06/23/25	TRS	Preparing for and attending Teams meeting regarding Phase 1 agreement; preparing edits and redline for same; exchanging email correspondence with counsel for TOHO regarding same.	2.20
06/24/25	TRS	Working on Phase 2 agreement; reviewing Phase 1 agreement in connection with TOHO meeting on same.	1.80
06/25/25	TRS	Reviewing Phase 1 agreement and exhibits in preparation for Teams meeting; attending Teams meeting with project team and TOHO.	1.80
06/26/25	TRS	Reviewing email correspondence from Craig Perry regarding updates to Phase 1 agreement.	0.20
06/27/25	TRS	Working on Phase 2 agreement; reviewing documentation related to same.	1.40
06/30/25	TRS	Continued work on Phase 2 agreement; exchanging email correspondence with Justin O'Brian regarding same.	1.90

Current Fees: $ 11,840.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	18.50	$ 11,840.00
	18.50	$ 11,840.00

Utilities: $ 11,840.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

August 4, 2025
FILE # 29466 - 2

Invoice # 11310427
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 11,072.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 11,072.00**

0139

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To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

07/01/25	TRS	Finalizing draft Phase 2 Agreement and emailing same to project team; reviewing email correspondence from Justin O'Brien regarding same.	1.80
07/07/25	TRS	Telephone conference with Kevin Walsh and Craig Perry regarding TOHO.	0.30
07/07/25	TRS	Exchanging email correspondence with TOHO's counsel regarding utility agreement.	0.20
07/08/25	TRS	Telephone conferences with counsel for TOHO; telephone conferences with Kevin Walsh regarding agreements and outstanding items to be addressed in same.	0.80
07/09/25	TRS	Email correspondence regarding response from TOHO's counsel on time frame to turn comments to agreement and place agreement on August agenda; conferring with office of TOHO's counsel in connection with same.	0.40
07/10/25	TRS	Telephone conference with Kevin Walsh regarding project matters; telephone conference with office of Roberta Alfonso regarding status of agreement.	0.70
07/10/25	TRS	Exchanging email correspondence with Justin O'Brien regarding questions on utility agreement.	0.40
07/11/25	TRS	Exchanging email correspondence regarding TOHO utility agreements.	0.40
07/12/25	TRS	Reviewing email correspondence from Craig Perry and Kevin Walsh; reviewing revisions by Craig Perry to Phase 1 Agreement.	0.80
07/13/25	TRS	Exchanging email correspondence regarding Phase 1 and Phase 2 Agreements; providing comments to Metro in connection with same.	0.40
07/14/25	TRS	Attending TEAMS meeting with Craig Perry and Kevin Walsh regarding outstanding issues and strategy for discussion with TOHO; attending TEAMS meeting with project team and TOHO regarding finalizing Phase 1 Agreement; additional conferences regarding same; email correspondence regarding same; preparing updated language in connection with portions of same.	2.70
07/15/25	TRS	Email correspondence regarding finalizing Phase 1 agreement; reviewing updated exhibits to same.	0.50
07/16/25	TRS	Attending TEAMS meeting regarding final edits to Kissimmee Park Road Agreement; reviewing email correspondence regarding same; reviewing revised language in connection with same; preparing revised language in connection with same.	1.30
07/16/25	TRS	Reviewing comments from Justin O'Brien and begin working on revisions to Phase 2 Agreement.	0.80
07/17/25	TRS	Email correspondence regarding exhibits and figures referenced in same.	0.40

07/18/25	TRS	Email correspondence regarding updated exhibits to Phase 1 Agreement.	0.50
07/24/25	TRS	Reviewing email correspondence from Craig Perry with latest revisions to final Phase 1 Agreement; reviewing same.	0.70
07/25/25	TRS	Working on initial revisions to Phase 2 Agreement.	0.90
07/30/25	TRS	Working on Phase 2 Agreement.	1.50
07/31/25	TRS	Working on Phase 2 Agreement.	1.80

Current Fees: $ 11,072.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	17.30	$ 11,072.00
	17.30	$ 11,072.00

Utilities: $ 11,072.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

September 10, 2025
FILE # 29466 - 2

Invoice # 11317451
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 1,216.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 1,216.00**

0139

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PAYMENT IS DUE UPON RECEIPT

To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

08/07/25	TRS	Telephone conference with Craig Perry regarding changes being requested by Metro to TOHO agreement; review and analysis of same; preparing email correspondence regarding suggested revisions to same.	1.10
08/08/25	TRS	Reviewing email correspondence regarding final version of TOHO agreement.	0.30
08/19/25	TRS	Obtaining and reviewing TOHO agenda for August 20th meeting; exchanging email correspondence with Craig Perry and Kevin Walsh regarding same.	0.30
08/20/25	TRS	Exchanging email correspondence regarding approval of Phase I utility agreement by TOHO.	0.20

Current Fees: $ 1,216.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	1.90	$ 1,216.00
	1.90	$ 1,216.00

Utilities: $ 1,216.00

GRAYROBINSON

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Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

July 10, 2024
FILE # 29466 - 1

Invoice # 11229183
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 10,728.00
CURRENT DISBURSEMENTS:	$ 12.89
CURRENT BALANCE DUE:	**$ 10,740.89**

0139

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ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

06/02/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY WITH UPDATED TRI-PARTY AGREEMENT; BEGIN REVIEW OF VARIOUS REVISIONS TO SAME.	0.80
06/04/24	TRS	PREPARING FOR AND ATTENDING MEETING WITH CRAIG PERRY AND KEVIN WALSH REGARDING TRANSPORTATION AGREEMENT; WORKING ON SAME.	2.30
06/04/24	TRS	CONFERENCES REGARDING OSCEOLA SCHOOL AGREEMENT AMENDMENT AND REVISIONS TO SAME.	0.40
06/05/24	TRS	ATTENDING CONFERENCE CALL WITH CRAIG PERRY AND KEVIN WALSH REGARDING COMMENTS TO TRI-PARTY AGREEMENT; BEGIN WORK ON REVISIONS TO SAME.	1.30
06/06/24	TRS	EXCHANGING EMAIL CORRESPONDENCE WITH SCHOOL BOARD REGARDING CORRECT VERSION OF SECOND AMENDMENT TO PLACE ON SCHOOL BOARD AGENDA.	0.20
06/06/24	TRS	FINALIZING REVISIONS TO TRI-PARTY AGREEMENT; PREPARING EMAIL CORRESPONDENCE TO CRAIG PERRY AND KEVIN WALSH REGARDING SAME.	1.90
06/06/24	TRS	EMAIL CORRESPONDENCE REGARDING FINAL WORD VERSION OF WATERLINE.	0.40
06/11/24	TRS	NUMEROUS TELEPHONE CONFERENCES REGARDING POSITION OF SCHOOL BOARD; REVIEWING MULTIPLE EMAIL MESSAGES REGARDING PROPOSED REVISIONS TO SECOND AMENDMENT TO SCHOOL AGREEMENT; REVIEWING UNDERLYING SCHOOL AGREEMENT AND RELATED DOCUMENTATION.	1.80
06/12/24	TRS	NUMEROUS CONFERENCES REGARDING SCHOOL BOARD ISSUES; PREPARING DETAILED EMAIL CORRESPONDENCE SUMMARIZING SAME FOR DISCUSSION WITH JEFF BANKOWITZ; TELEPHONE CONFERENCES WITH CRAIG PERRY.	1.70
06/13/24	JB	RECEIVING SCHOOL BOARD AGREEMENT AND AMENDMENTS; REVIEWING CORRESPONDENCE RELATING TO SAME.	1.40
06/14/24	JB	REVIEWING CONTRACT, AMENDMENT AND CORRESPONDENCE REGARDING CONTRACT MATTERS AND TERMINATION; CONFERRING WITH TOM SULLIVAN AND CLIENT REGARDING SAME.	1.40
06/14/24	TRS	MULTIPLE TELEPHONE CONFERENCES REGARDING SCHOOL AGREEMENT ISSUES WITH	0.70

		CRAIG PERRY AND JEFF BANKOWITZ.	
06/17/24	TRS	EMAIL CORRESPONDENCE REGARDING SCHOOL BOARD ISSUES.	0.40
06/17/24	JB	EXCHANGING EMAILS WITH TOM REGARDING TITLE UNDERWRITING REVIEW OF SCHOOL AGREEMENT.	0.30
06/20/24	TRS	EMAIL CORRESPONDENCE WITH KEVIN WALSH REGARDING TRI-PARTY AGREEMENT QUESTIONS.	0.40
06/21/24	TRS	CONFERRING REGARDING EXHIBITS TO TRI-PARTY AGREEMENT.	0.40
06/25/24	TRS	CONFERRING WITH KEVIN WALSH AND CRAIG PERRY.	0.30
06/25/24	TRS	REVIEWING EXHIBITS FROM KEVIN WALSH; REVIEWING TRI-PARTY AGREEMENT.	1.30
06/27/24	TRS	FURTHER REVIEW AND UPDATING TRI-PARTY AGREEMENT; ADDITIONAL EMAIL CORRESPONDENCE WITH KEVIN WALSH REGARDING REDLINED CHANGES TO SAME.	1.10
06/27/24	TRS	EMAIL CORRESPONDENCE WITH CRAIG PERRY REGARDING TITLE UNDERWRITER AND SCHOOL AGREEMENT.	0.20
06/28/24	TRS	REVIEWING TRI-PARTY AGREEMENT; EMAIL CORRESPONDENCE AND ASSOCIATED SUBMITTAL.	0.80
06/28/24	TRS	TELEPHONE CONFERENCES WITH KEVIN WALSH; REVIEWING EXHIBITS TO AGREEMENT.	0.40

Current Fees: $ 10,728.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	16.80	$ 9,240.00
Bankowitz, Jeffrey	3.10	$ 1,488.00
	19.90	$ 10,728.00

Disbursements:

06/06/24	Express Mail	$ 12.89

Current Disbursements: $ 12.89

Road and Drainage: $ 4,840.00

KUTAKROCK

Kutak Rock LLP
107 West College Avenue, Tallahassee, FL 32301-7707
office 850.692.7300

Jere L. Earlywine
850.528.6152
jere.earlywine@kutakrock.com

October 1, 2025

Via Electronic Mail
George Flint
Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801
gflint@gmscfl.com

Re: Bella Tara Community Development District
Cost Share Agreements

Dear George,

We are writing in connection with the various interlocal agreements relating to the construction of Lake Toho Road and Kissimmee Park Road right-of-way and utilities improvements, and specifically to provide a break-out of our attorney's fees to date and related to that work, which break-out can be used for any cost sharing under these agreements.[1] We have divided our fees into two categories: (1) fees related to preparing the interlocal with the Kissimmee Park Road CDD (and the applicable developers), and (2) fees related to the construction contract for the master right-of-way and utilities improvements contemplated under the interlocals.

Going forward (after our September bill), and for your convenience, our bills will have separate matters related to each of these categories. We will also further break-out contract work related to the Toho-related utilities if that would be helpful (but presently all of the entries to date include all of the master right-of-way and utilities work and also relate to the Toho-related utilities). If you have any questions, please contact me at (850) 528-6152 or at Jere.Earlywine@Kutakrock.com. Thanks so much for the opportunity to be of service!

Sincerely,

Jere L. Earlywine

cc: Chairperson

[1]The interlocal agreements include the following: *Utility Construction Cost Sharing Agreement Kissimmee Park Road,* with Toho Water Authority (among others), and dated August 20, 2025; *Force Main Construction Agreement Kissimmee Park Road*, with Toho Water Authority (among others), and dated December 18, 2024; *Bella Tara Tri-Party Development Agreement*, with the County and City (among others), and dated March 2025; *Interlocal Agreement Lake Toho Road and Kissimmee Park Road Expansion,* between Bella Tara CDD and Kissimmee Park Road CDD (among others), and dated February 2024 (as later amended).

KUTAK ROCK ENTRIES APPLICABLE TO INTERLOCAL AGREEMENT

(*Interlocal Agreement Lake Toho Road and Kissimmee Park Road Expansion,* between Bella Tara CDD and Kissimmee Park Road CDD (among others), and dated February 2024 (as later amended))

08/24/24	J. Earlywine	0.20	64.00	Review changes to interlocal; follow-up email
10/25/24	J. Earlywine	0.50	160.00	Confer with Perry regarding interlocal agreement; follow-up with Eckert regarding same
11/13/24	J. Earlywine	1.50	480.00	Review and revise interlocal agreement; review revised agreement; email regarding same
12/10/24	J. Earlywine	0.80	256.00	Confer with Perry regarding comments on interlocal; revise same; email regarding same
01/13/25	J. Earlywine	0.90	297.00	Confer with Perry regarding interlocal; review and revise same
01/14/25	J. Earlywine	0.50	165.00	Conference call regarding interlocal
01/16/25	J. Earlywine	1.20	396.00	Review and revise interlocal agreement; email and phone call regarding same
01/19/25	J. Earlywine	0.50	165.00	Review and revise interlocal agreement; [illegible]
01/21/25	J. Earlywine	0.50	165.00	Conference call regarding interlocal and related items;
01/22/25	J. Earlywine	.60	198.00	confer with Perry regarding interlocal; review revisions and further edit interlocal
01/23/25	J. Earlywine	0.20	66.00	Review and revise interlocal agreement; email regarding same
02/21/25	J. Earlywine	0.30	99.00	Prepare redline and review changes to interlocal; email regarding same; email Gang regarding same

04/10/25	J. Earlywine	0.40	132.00	prepare first amendment to interlocal; email regarding same
04/11/25	J. Earlywine	0.20	66.00	Email regarding amendment to interlocal
04/11/25	K. Ibarra	0.30	66.00	Research executed copy of interlocal agreement
04/15/25	J. Earlywine	0.20	66.00	Review and finalize first amendment to interlocal; email regarding same
04/15/25	K. Ibarra	0.70	154.00	Prepare and record interlocal agreement; review recorded copy of same
05/17/25	J. Earlywine	0.20	66.00	Review status of first amendment to interlocal; email regarding same
05/22/25	J. Earlywine	0.20	66.00	Confer with Board Supervisor regarding interlocal changes
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
06/18/25	K. Ibarra	0.10	22.00	Record first amendment to interlocal agreement
06/23/25	K. Ibarra	0.30	66.00	Review recorded first amendment to interlocal agreement; correspondence with district manager regarding same
08/13/25	J. Earlywine	0.30	99.00	Confer with Perry regarding side letter for interlocal agreement; review letter; email regarding same

Total Cost: $4,197

Road and Drainage: $ 4,197.00

KUTAK ROCK ENTRIES APPLICABLE TO MASTER ROADS AND UTILITIES CONTRACT

11/17/24	J. Earlywine	0.50	160.00	Review force main construction agreement; email regarding same
11/21/24	J. Earlywine	0.20	64.00	Review change to utility agreement; email regarding same
11/22/24	J. Earlywine	0.20	64.00	Email regarding utilities agreement; review same
01/24/25	K. Ibarra	0.20	44.00	Research recorded forcemain construction agreement
08/06/25	J. Earlywine	0.50	165.00	Conference call regarding assignment and acquisitions; follow-up; review prior documents
08/06/25	K. Ibarra	0.30	66.00	Attend conference call regarding assignment of construction contract; potential acquisitions and requisition
08/20/25	A. Ligas	0.30	79.50	Conference with developer regarding assignment of contractor agreement and requisitions
08/25/25	J. Earlywine	0.50	165.00	Conference call regarding contract assignments and acquisitions
08/29/25	J. Earlywine	0.20	66.00	Email regarding utility item

Total cost: $873.50

Utilities: $ 873.50

DEC 4, 2025

Bella Tara Community Development District
c/o District Manager
Governmental Management Services
219 E. Livingston Street
Orlando, Florida 32801

Re: Letter Agreement for Acquisition of Work Product

Dear District Manager,

Pursuant to that certain *Amended and Restated Acquisition Agreement,* dated August 21, 2025 (**"Acquisition Agreement"**), by and between the Bella Tara Community Development District (**"District"**) and Whaley Farms, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Work Product**" as described in **Exhibit A** attached hereto. As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Work Product. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

Name: ERNESTO MITSUMASU
Title: CHAIRMAN

Sincerely,

WHALEY FARMS, LLC

Name: CRAIG PERRY
Title: MANAGER

EXHIBIT A
Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Hanson Walter & Associates, Inc	5/24/2024	5290905	Engineering Fees	$34,410.00	**$13,136.67**	**$21,273.33**	$0.00
Hanson Walter & Associates, Inc	7/9/2024	5291330	Engineering Fees	$39,025.00	**$23,008.33**	**$16,016.67**	$1,000.00
Hanson Walter & Associates, Inc	7/23/2024	5291515	Engineering Fees	$80,215.00	**$10,205.00**	**$70,010.00**	$0.00
Hanson Walter & Associates, Inc	8/22/2024	5291783	Engineering Fees	$31,335.00	**$8,478.33**	**$22,856.67**	$0.00
Hanson Walter & Associates, Inc	9/5/2024	5291860	Engineering Fees	$25,590.00	**$8,463.33**	**$17,126.67**	$0.00
Hanson Walter & Associates, Inc	10/30/2024	5292297	Engineering Fees	$21,001.00	**$2,333.67**	**$18,667.33**	$0.00
Hanson Walter & Associates, Inc	11/27/2025	5292576	Engineering Fees	$9,000.00	**$1,000.00**	**$8,000.00**	$0.00
Hanson Walter & Associates, Inc	12/11/2024	5292717	Engineering Fees	$1,265.00	**$421.67**	**$843.33**	$0.00
Hanson Walter & Associates, Inc	3/11/2025	5293360	Engineering Fees	$9,330.00	**$2,676.67**	**$6,653.33**	$0.00
Hanson Walter & Associates, Inc	3/27/2025	5293549	Engineering Fees	$9,501.10	**$3,367.04**	**$6,134.06**	$0.73
Hanson Walter & Associates, Inc	5/14/2025	5293884	Engineering Fees	$97,447.19	**$24,273.65**	**$73,173.54**	$0.00
Hanson Walter & Associates, Inc	7/14/2025	5294337	Engineering Fees	$38,250.60	**$12,900.20**	**$25,350.40**	$0.00
Hanson Walter & Associates, Inc	7/29/2025	5294473	Engineering Fees	$15,001.20	**$5,367.07**	**$9,634.13**	$0.00
Hanson Walter & Associates, Inc	8/27/2025	5294658	Engineering Fees	$9,332.80	**$2,577.60**	**$6,755.20**	$0.00
Hanson Walter & Associates, Inc	9/30/2025	5294835	Engineering Fees	$19,450.70	**$6,100.23**	**$13,350.47**	$0.00
Hanson Walter & Associates, Inc	10/29/2025	5295030	Engineering Fees	$1,660.79	**$47.56**	**$1,613.23**	$0.00
Hanson Walter & Associates, Inc	8/27/2025	5294663	Engineering Fees	$1,518.13	**$0.00**	**$1,518.13**	$0.00
J&L Triple B Ranch, LLLP	10/15/2025	100311	Gopher Tortoise	$10,000.00	**$0.00**	**$10,000.00**	$0.00
Florida Wildlife Commission	9/15/2025	25204198	Gopher Tortoise	$275.00	**$0.00**	**$275.00**	$0.00
South Florida Water Management District	1/7/2025	163048	ERP Review	$7,500.00	**$0.00**	**$7,500.00**	$0.00
Mitigation Marketing	7/10/2025		UMAM Credits	$75,500.00	**$0.00**	**$75,500.00**	$0.00
Osceola County	10/01/2025		NOC	$99.25	**$0.00**	**$99.25**	$0.00
Smith, Currie & Hancock	7/31/2025	413817	Legal Fees	$585.00	**$0.00**	**$585.00**	$0.00
Smith, Currie & Hancock	8/31/2025	414878	Legal Fees	$8,307.00	**$0.00**	**$8,307.00**	$0.00
Water Resource Associates, LLC	7/9/2024	24-2514.1	Engineering Fees	$793.75	**$0.00**	**$793.75**	$0.00
Water Resource Associates, LLC	9/13/2024	24-2514.2	Engineering Fees	$11,250.00	**$0.00**	**$11,250.00**	$0.00
Water Resource Associates, LLC	1/22/2025	25-2514.1	Engineering Fees	$2,781.25	**$0.00**	**$2,781.25**	$0.00
Water Resource Associates, LLC	3/14/2025	25-2514.2	Engineering Fees	$6,523.34	**$0.00**	**$6,523.34**	$0.00
Water Resource Associates, LLC	6/3/2025	25-2514.3	Engineering Fees	$1,065.25	**$0.00**	**$1,065.25**	$0.00

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Water Resource Associates, LLC	6/10/2025	25-2514.4	Engineering Fees	$2,959.50	**$0.00**	**$2,959.50**	$0.00
Water Resource Associates, LLC	7/25/2025	25-2514.5	Engineering Fees	$1,410.00	**$0.00**	**$1,410.00**	$0.00
Water Resource Associates, LLC	08/22/25	25-2514.6	Engineering Fees	$12,518.75	**$0.00**	**$12,518.75**	$0.00
Water Resource Associates, LLC	10/15/2025	25-2514.7	Engineering Fees	$6,642.80	**$0.00**	**$6,642.80**	$0.00
Gray Robinson	4/11/2024	11210190	Legal Fees - Land Use Matters	$6,710.00	**$330.00**	**$330.00**	$6,050.00
Gray Robinson	5/17/2024	11218138	Legal Fees-Land Use Matters	$11,660.00	**$0.00**	**$8,415.00**	$3,245.00
Gray Robinson	6/10/2024	11221591	Legal Fees -Land Use Matters	$15,627.72	**$1,540.00**	**$12,045.00**	$2,042.72
Gray Robinson	7/10/2024	11229183	Prof. Svcs Land Use Matters.	$10,740.89	**$0.00**	**$4,840.00**	$5,900.89
Gray Robinson	8/3/2024	11233960	Prof. Svcs Land Use Matters.	$3,491.00	**$825.00**	**$1,265.00**	$1,401.00
Gray Robinson	9/18/2024	11243815	Prof. Svcs Land Use Matters .	$2,944.00	**$2,432.00**	**$320.00**	$192.00
Gray Robinson	9/18/2024	11243826	Kissimmee Pk Road Utility Agree	$6,976.00	**$6,976.00**	**$0.00**	$0.00
Gray Robinson	10/15/2024	11249028	Prof. Svcs. Land Use Matters.	$3,776.00	**$2,944.00**	**$832.00**	$0.00
Gray Robinson	10/15/2024	11249044	Kissimmee Pk Road Utility Agree	$9,408.00	**$9,408.00**	**$0.00**	$0.00
Gray Robinson	11/7/2024	11253045	Prof. Svcs Land Use Matters.	$6,730.00	**$3,520.00**	**$512.00**	$2,698.00
Gray Robinson	12/11/2024	11259460	Prof. Svcs Land Use Matters.	$2,880.00	**$576.00**	**$1,088.00**	$1,216.00
Gray Robinson	1/17/2025	11267393	Prof. Svcs Land Use Matters.	$7,326.00	**$2,752.00**	**$3,230.00**	$1,344.00
Gray Robinson	2/24/2025	11274603	Prof. Svcs Land Use Matters.	$13,696.00	**$640.00**	**$5,952.00**	$7,104.00
Gray Robinson	3/17/2025	11279209	Prof. Svcs Land Use Matters.	$17,249.00	**$1,472.00**	**$4,416.00**	$11,361.00
Gray Robinson	4/18/2025	11287085	Prof. Svcs Land Use Matters.	$2,880.00	**$128.00**	**$2,560.00**	$192.00
Gray Robinson	4/18/2025	11287099	Kissimmee Pk Road Utility Agree	$15,380.00	**$15,380.00**	**$0.00**	$0.00
Gray Robinson	5/13/2025	11292855	Kissimmee Pk Road Utility Agree	$7,936.00	**$7,936.00**	**$0.00**	$0.00
Gray Robinson	6/13/2025	11299332	Kissimmee Pk Road Utility Agree	$7,808.00	**$7,808.00**	**$0.00**	$0.00
Gray Robinson	7/7/2025	11303078	Kissimmee Pk Road Utility Agree	$11,840.00	**$11,840.00**	**$0.00**	$0.00
Gray Robinson	8/4/2025	11310427	Kissimmee Pk Road Utility Agree	$11,072.00	**$11,072.00**	**$0.00**	$0.00
Gray Robinson	9/10/2025	11317451	Kissimmee Pk Road Utility Agree	$1,216.00	**$1,216.00**	**$0.00**	$0.00
Kutak Rock, LLP	10/1/2025		Utility Agreement	$5,070.50	**$873.50**	**$4,197.00**	$0.00
TOTALS:				**$773,961.51**	**$214,025.52**	**$517,189.38**	**$43,747.34**

CORPORATE DECLARATION AND AGREEMENT
[WORK PRODUCT]

I, CRAIG PERRY, as MANAGER of Whaley Farms, LLC, a Florida limited liability company ("**Developer**"), do hereby state as follows:

1. Developer is the developer of certain lands within the Bella Tara Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").

2. The *Master Engineer's Report* dated June 27, 2023 ("**Master Engineer's Report**"), as supplemented by a report entitled *First Supplemental Engineer's Report 2025 Project (Master Infrastructure Project and Assessment Area One Project)* dated April 2025 (collectively, **Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.

3. Developer has expended funds to develop and/or acquire certain of the public infrastructure work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain work product that has been completed to date and states the amounts that Developer has spent on that work product. Developer hereby represents that no amounts are owed to contractors and no liens are on the property and related to the installation and/or creation of the work product.

4. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 4TH day of DECEMBER, 2025.

WHALEY FARMS, LLC

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 4 day of December, 2025, by Craig Perry as Manager of Whaley Farms, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Notary Public State of Florida
Katherine Asencio Gomez
My Commission
HH 280738
Exp. 6/26/2026

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

Exhibit A – Description of Work Product

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Water Resource Associates, LLC	1/22/2025	25-2514.1	Engineering Fees	$2,781.25	**$0.00**	**$2,781.25**	$0.00
Water Resource Associates, LLC	3/14/2025	25-2514.2	Engineering Fees	$6,523.34	**$0.00**	**$6,523.34**	$0.00
Water Resource Associates, LLC	6/3/2025	25-2514.3	Engineering Fees	$1,065.25	**$0.00**	**$1,065.25**	$0.00

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Gray Robinson	7/10/2024	11229183	Prof. Svcs Land Use Matters.	$10,740.89	**$0.00**	**$4,840.00**	$5,900.89
Gray Robinson	8/3/2024	11233960	Prof. Svcs Land Use Matters.	$3,491.00	**$825.00**	**$1,265.00**	$1,401.00
Gray Robinson	9/18/2024	11243815	Prof. Svcs Land Use Matters .	$2,944.00	**$2,432.00**	**$320.00**	$192.00
Gray Robinson	9/18/2024	11243826	Kissimmee Pk Road Utility Agree	$6,976.00	**$6,976.00**	**$0.00**	$0.00
Gray Robinson	10/15/2024	11249028	Prof. Svcs. Land Use Matters.	$3,776.00	**$2,944.00**	**$832.00**	$0.00
Gray Robinson	10/15/2024	11249044	Kissimmee Pk Road Utility Agree	$9,408.00	**$9,408.00**	**$0.00**	$0.00
Gray Robinson	11/7/2024	11253045	Prof. Svcs Land Use Matters.	$6,730.00	**$3,520.00**	**$512.00**	$2,698.00
Gray Robinson	12/11/2024	11259460	Prof. Svcs Land Use Matters.	$2,880.00	**$576.00**	**$1,088.00**	$1,216.00
Gray Robinson	1/17/2025	11267393	Prof. Svcs Land Use Matters.	$7,326.00	**$2,752.00**	**$3,230.00**	$1,344.00
Gray Robinson	2/24/2025	11274603	Prof. Svcs Land Use Matters.	$13,696.00	**$640.00**	**$5,952.00**	$7,104.00
Gray Robinson	3/17/2025	11279209	Prof. Svcs Land Use Matters.	$17,249.00	**$1,472.00**	**$4,416.00**	$11,361.00
Gray Robinson	4/18/2025	11287085	Prof. Svcs Land Use Matters.	$2,880.00	**$128.00**	**$2,560.00**	$192.00
Gray Robinson	4/18/2025	11287099	Kissimmee Pk Road Utility Agree	$15,380.00	**$15,380.00**	**$0.00**	$0.00
Gray Robinson	5/13/2025	11292855	Kissimmee Pk Road Utility Agree	$7,936.00	**$7,936.00**	**$0.00**	$0.00
Gray Robinson	6/13/2025	11299332	Kissimmee Pk Road Utility Agree	$7,808.00	**$7,808.00**	**$0.00**	$0.00
Gray Robinson	7/7/2025	11303078	Kissimmee Pk Road Utility Agree	$11,840.00	**$11,840.00**	**$0.00**	$0.00
Gray Robinson	8/4/2025	11310427	Kissimmee Pk Road Utility Agree	$11,072.00	**$11,072.00**	**$0.00**	$0.00
Gray Robinson	9/10/2025	11317451	Kissimmee Pk Road Utility Agree	$1,216.00	**$1,216.00**	**$0.00**	$0.00
Kutak Rock, LLP	10/1/2025		Utility Agreement	$5,070.50	**$873.50**	**$4,197.00**	$0.00
TOTALS:				**$773,961.51**	**$214,025.52**	**$517,189.38**	**$43,747.34**

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 29th day of September, 2025, by **Hanson Walter & Associates, Inc.,** having a mailing 8 Broadway, Suite 104, Kissimmee, Florida 34741 ("**Professional**"), in favor of the **Bella Tara Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices at Governmental Management Services, 219 E. Livingston Street, Orlando, Florida 32801.

RECITALS

WHEREAS, pursuant to an agreement(s) for professional services between Professional and Whaley Farms, LLC, a Florida limited liability company ("**Developer**"), Professional has created certain work products, as described in **Exhibit A** ("**Work Product**"); and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

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

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is or has acquired the Work Product constructed by Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

[CONTINUED ON FOLLOWING PAGE]

4. **EFFECTIVE DATE.** This Release shall take effect upon execution.

HANSON WALTER & ASSOCIATES, INC.

By: SHAWN HINDLE
Its: PRESIDENT

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29th day of September, 2025, by Shawn Hindle as President of Hanson Walter Associates, Inc. and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

MELISSA A. WILKEN
MY COMMISSION # HH 348242
EXPIRES: May 3, 2027

(NOTARY SEAL)

Melissa A. Wilken
NOTARY PUBLIC, STATE OF Florida

Name: Melissa A. Wilken
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Amount	CDD Eligible Costs
Hanson Walter & Associates, Inc	5/24/2024	5290905	Engineering Fees	$34,410.00	$34,410.00
Hanson Walter & Associates, Inc	7/9/2024	5291330	Engineering Fees	$39,025.00	$39,025.00
Hanson Walter & Associates, Inc	7/23/2024	5291515	Engineering Fees	$80,215.00	$80,215.00
Hanson Walter & Associates, Inc	8/22/2024	5291783	Engineering Fees	$31,335.00	$31,335.00
Hanson Walter & Associates, Inc	9/5/2024	5291860	Engineering Fees	$25,590.00	$25,590.00
Hanson Walter & Associates, Inc	10/30/2024	5292297	Engineering Fees	$21,001.00	$21,001.00
Hanson Walter & Associates, Inc	11/27/2025	5292576	Engineering Fees	$9,000.00	$9,000.00
Hanson Walter & Associates, Inc	12/11/2025	5292717	Engineering Fees	$1,265.00	$1,265.00
Hanson Walter & Associates, Inc	3/11/2025	5293360	Engineering Fees	$9,330.00	$9,330.00
Hanson Walter & Associates, Inc	3/27/2025	5293549	Engineering Fees	$9,501.10	$9,501.10
Hanson Walter & Associates, Inc	5/14/2025	5293884	Engineering Fees	$97,447.19	$97,447.19
Hanson Walter & Associates, Inc	7/14/2025	5294337	Engineering Fees	$38,250.60	$38,250.60
Hanson Walter & Associates, Inc	7/29/2025	5294473	Engineering Fees	$15,001.20	$15,001.20
Totals				**$411,371.09**	**$411,371.09**

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 25 day of September, 2025, by **Water Resource Associates, LLC,** having a mailing address 12363 Hampton Park Boulevard, Tampa, Florida 33624 ("**Professional**"), in favor of the **Bella Tara Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices at Governmental Management Services, 219 E. Livingston Street, Orlando, Florida 32801.

RECITALS

WHEREAS, pursuant to an agreement(s) for professional services between Professional and Whaley Farms, LLC, a Florida limited liability company ("**Developer**"), Professional has created certain work products, as described in **Exhibit A** ("**Work Product**"); and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

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

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is or has acquired the Work Product constructed by Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

[CONTINUED ON FOLLOWING PAGE]

4. **EFFECTIVE DATE.** This Release shall take effect upon execution.

WATER RESOURCE ASSOCIATES, LLC

Angela Padovani
By: Angela Padovani
Its: Office Manager

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 September, 2025, by Angela Padovani as Office Manager of Water Resource Assoc, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

RITA H. GARRISON
MY COMMISSION # HH 184216
EXPIRES: November 16, 2025
Bonded Thru Notary Public Underwriters

(NOTARY SEAL)

Rita H. Garrison
NOTARY PUBLIC, STATE OF Florida

Name: Rita H. Garrison
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Amount	CDD Eligible Costs
Water Resource Associates, LLC	7/9/2024	24-2514.1	Engineering Fees	$793.75	$793.75
Water Resource Associates, LLC	9/13/2024	24-2514.2	Engineering Fees	$11,250.00	$11,250.00
Water Resource Associates, LLC	1/22/2025	25-2514.1	Engineering Fees	$2,781.25	$2,781.25
Water Resource Associates, LLC	3/14/2025	25-2514.2	Engineering Fees	$6,523.34	$6,523.34
Water Resource Associates, LLC	6/3/2025	25-2514.3	Engineering Fees	$1,065.25	$1,065.25
Water Resource Associates, LLC	6/10/2025	25-2514.4	Engineering Fees	$2,959.50	$2,959.50
Water Resource Associates, LLC	7/25/2025	25-2514.5	Engineering Fees	$1,410.00	$1,410.00
Totals				**$26,783.09**	**$26,783.09**

BILL OF SALE AND LIMITED ASSIGNMENT
[WORK PRODUCT]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 4TH day of DECEMBER, 2025, by and between **WHALEY FARMS, LLC,** a Florida limited liability company, with an address of 2 Post Road West, Westport, CT 06880 ("**Grantor**"), and for good and valuable consideration, to it paid by the **BELLA TARA COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Governmental Management Services, 219 E. Livingston Street, Orlando, Florida 32801.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the property (together, "**Property**") described below to have and to hold for Grantee's own use and benefit forever:

   a) All work product described in **Exhibit A,** and
   b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

By: Brandy Hermosillo
Name: Brandy Hermosillo

By: Bonnie Brennan
Name: Bonnie Brennan

WHALEY FARMS, LLC

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 4 day of December, 2025, by Craig Perry as manager of Whaley Farms, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF Florida

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

(NOTARY SEAL)

Notary Public State of Florida
Katherine Asencio Gomez
My Commission
HH 280738
Exp. 6/26/2026

EXHIBIT A
Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Hanson Walter & Associates, Inc	5/24/2024	5290905	Engineering Fees	$34,410.00	**$13,136.67**	**$21,273.33**	$0.00
Hanson Walter & Associates, Inc	7/9/2024	5291330	Engineering Fees	$39,025.00	**$23,008.33**	**$16,016.67**	$1,000.00
Hanson Walter & Associates, Inc	7/23/2024	5291515	Engineering Fees	$80,215.00	**$10,205.00**	**$70,010.00**	$0.00
Hanson Walter & Associates, Inc	8/22/2024	5291783	Engineering Fees	$31,335.00	**$8,478.33**	**$22,856.67**	$0.00
Hanson Walter & Associates, Inc	9/5/2024	5291860	Engineering Fees	$25,590.00	**$8,463.33**	**$17,126.67**	$0.00
Hanson Walter & Associates, Inc	10/30/2024	5292297	Engineering Fees	$21,001.00	**$2,333.67**	**$18,667.33**	$0.00
Hanson Walter & Associates, Inc	11/27/2025	5292576	Engineering Fees	$9,000.00	**$1,000.00**	**$8,000.00**	$0.00
Hanson Walter & Associates, Inc	12/11/2024	5292717	Engineering Fees	$1,265.00	**$421.67**	**$843.33**	$0.00
Hanson Walter & Associates, Inc	3/11/2025	5293360	Engineering Fees	$9,330.00	**$2,676.67**	**$6,653.33**	$0.00
Hanson Walter & Associates, Inc	3/27/2025	5293549	Engineering Fees	$9,501.10	**$3,367.04**	**$6,134.06**	$0.73
Hanson Walter & Associates, Inc	5/14/2025	5293884	Engineering Fees	$97,447.19	**$24,273.65**	**$73,173.54**	$0.00
Hanson Walter & Associates, Inc	7/14/2025	5294337	Engineering Fees	$38,250.60	**$12,900.20**	**$25,350.40**	$0.00
Hanson Walter & Associates, Inc	7/29/2025	5294473	Engineering Fees	$15,001.20	**$5,367.07**	**$9,634.13**	$0.00
Hanson Walter & Associates, Inc	8/27/2025	5294658	Engineering Fees	$9,332.80	**$2,577.60**	**$6,755.20**	$0.00
Hanson Walter & Associates, Inc	9/30/2025	5294835	Engineering Fees	$19,450.70	**$6,100.23**	**$13,350.47**	$0.00
Hanson Walter & Associates, Inc	10/29/2025	5295030	Engineering Fees	$1,660.79	**$47.56**	**$1,613.23**	$0.00
Hanson Walter & Associates, Inc	8/27/2025	5294663	Engineering Fees	$1,518.13	**$0.00**	**$1,518.13**	$0.00
J&L Triple B Ranch, LLLP	10/15/2025	100311	Gopher Tortoise	$10,000.00	**$0.00**	**$10,000.00**	$0.00
Florida Wildlife Commission	9/15/2025	25204198	Gopher Tortoise	$275.00	**$0.00**	**$275.00**	$0.00
South Florida Water Management District	1/7/2025	163048	ERP Review	$7,500.00	**$0.00**	**$7,500.00**	$0.00
Mitigation Marketing	7/10/2025		UMAM Credits	$75,500.00	**$0.00**	**$75,500.00**	$0.00
Osceola County	10/01/2025		NOC	$99.25	**$0.00**	**$99.25**	$0.00
Smith, Currie & Hancock	7/31/2025	413817	Legal Fees	$585.00	**$0.00**	**$585.00**	$0.00
Smith, Currie & Hancock	8/31/2025	414878	Legal Fees	$8,307.00	**$0.00**	**$8,307.00**	$0.00
Water Resource Associates, LLC	7/9/2024	24-2514.1	Engineering Fees	$793.75	**$0.00**	**$793.75**	$0.00
Water Resource Associates, LLC	9/13/2024	24-2514.2	Engineering Fees	$11,250.00	**$0.00**	**$11,250.00**	$0.00
Water Resource Associates, LLC	1/22/2025	25-2514.1	Engineering Fees	$2,781.25	**$0.00**	**$2,781.25**	$0.00
Water Resource Associates, LLC	3/14/2025	25-2514.2	Engineering Fees	$6,523.34	**$0.00**	**$6,523.34**	$0.00
Water Resource Associates, LLC	6/3/2025	25-2514.3	Engineering Fees	$1,065.25	**$0.00**	**$1,065.25**	$0.00

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Water Resource Associates, LLC	6/10/2025	25-2514.4	Engineering Fees	$2,959.50	**$0.00**	**$2,959.50**	$0.00
Water Resource Associates, LLC	7/25/2025	25-2514.5	Engineering Fees	$1,410.00	**$0.00**	**$1,410.00**	$0.00
Water Resource Associates, LLC	08/22/25	25-2514.6	Engineering Fees	$12,518.75	**$0.00**	**$12,518.75**	$0.00
Water Resource Associates, LLC	10/15/2025	25-2514.7	Engineering Fees	$6,642.80	**$0.00**	**$6,642.80**	$0.00
Gray Robinson	4/11/2024	11210190	Legal Fees - Land Use Matters	$6,710.00	**$330.00**	**$330.00**	$6,050.00
Gray Robinson	5/17/2024	11218138	Legal Fees-Land Use Matters	$11,660.00	**$0.00**	**$8,415.00**	$3,245.00
Gray Robinson	6/10/2024	11221591	Legal Fees -Land Use Matters	$15,627.72	**$1,540.00**	**$12,045.00**	$2,042.72
Gray Robinson	7/10/2024	11229183	Prof. Svcs Land Use Matters.	$10,740.89	**$0.00**	**$4,840.00**	$5,900.89
Gray Robinson	8/3/2024	11233960	Prof. Svcs Land Use Matters.	$3,491.00	**$825.00**	**$1,265.00**	$1,401.00
Gray Robinson	9/18/2024	11243815	Prof. Svcs Land Use Matters .	$2,944.00	**$2,432.00**	**$320.00**	$192.00
Gray Robinson	9/18/2024	11243826	Kissimmee Pk Road Utility Agree	$6,976.00	**$6,976.00**	**$0.00**	$0.00
Gray Robinson	10/15/2024	11249028	Prof. Svcs. Land Use Matters.	$3,776.00	**$2,944.00**	**$832.00**	$0.00
Gray Robinson	10/15/2024	11249044	Kissimmee Pk Road Utility Agree	$9,408.00	**$9,408.00**	**$0.00**	$0.00
Gray Robinson	11/7/2024	11253045	Prof. Svcs Land Use Matters.	$6,730.00	**$3,520.00**	**$512.00**	$2,698.00
Gray Robinson	12/11/2024	11259460	Prof. Svcs Land Use Matters.	$2,880.00	**$576.00**	**$1,088.00**	$1,216.00
Gray Robinson	1/17/2025	11267393	Prof. Svcs Land Use Matters.	$7,326.00	**$2,752.00**	**$3,230.00**	$1,344.00
Gray Robinson	2/24/2025	11274603	Prof. Svcs Land Use Matters.	$13,696.00	**$640.00**	**$5,952.00**	$7,104.00
Gray Robinson	3/17/2025	11279209	Prof. Svcs Land Use Matters.	$17,249.00	**$1,472.00**	**$4,416.00**	$11,361.00
Gray Robinson	4/18/2025	11287085	Prof. Svcs Land Use Matters.	$2,880.00	**$128.00**	**$2,560.00**	$192.00
Gray Robinson	4/18/2025	11287099	Kissimmee Pk Road Utility Agree	$15,380.00	**$15,380.00**	**$0.00**	$0.00
Gray Robinson	5/13/2025	11292855	Kissimmee Pk Road Utility Agree	$7,936.00	**$7,936.00**	**$0.00**	$0.00
Gray Robinson	6/13/2025	11299332	Kissimmee Pk Road Utility Agree	$7,808.00	**$7,808.00**	**$0.00**	$0.00
Gray Robinson	7/7/2025	11303078	Kissimmee Pk Road Utility Agree	$11,840.00	**$11,840.00**	**$0.00**	$0.00
Gray Robinson	8/4/2025	11310427	Kissimmee Pk Road Utility Agree	$11,072.00	**$11,072.00**	**$0.00**	$0.00
Gray Robinson	9/10/2025	11317451	Kissimmee Pk Road Utility Agree	$1,216.00	**$1,216.00**	**$0.00**	$0.00
Kutak Rock, LLP	10/1/2025		Utility Agreement	$5,070.50	**$873.50**	**$4,197.00**	$0.00
TOTALS:				**$773,961.51**	**$214,025.52**	**$517,189.38**	**$43,747.34**

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2025
(MASTER INFRASTRUCTURE PROJECT)

(Acquisition and Construction - Master Infrastructure Acquisition and Construction Account)

The undersigned, a Responsible Officer of the Bella Tara Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of August 1, 2025, as supplemented by that certain Second Supplemental Trust Indenture dated as of August 1, 2025 (collectively, the "Assessment Area One Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area One Indenture):

(A) Requisition Number: ***2***

(B) Identify Acquisition Agreement, if applicable;

(C) Name of payee pursuant to Acquisition Agreement: ***Whaley Farms, LLC***

(D) Amount Payable***: $517,189.38***

(E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): ***Reimbursement to Whaley Farms, LLC Design and Permitting Soft Costs Road and Drainage***

(F) Fund or Account and subaccount, if any, from which disbursement to be made: ***Master Infrastructure Acquisition and Construction***

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District and have not previously been paid,

2. each disbursement set forth above is a proper charge against the: ***Master Infrastructure Acquisition and Construction Fund*; and**

3. each disbursement set forth above was incurred in connection with: ***the Costs of the Master Infrastructure Project, Costs of the Kissimmee Park Roadway Improvements.***

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

By: _____
Ernesto Mitsumasu, Chairman

Date: 12/2/25

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]

The undersigned Consulting Engineer hereby certifies that this disbursement from the Master Infrastructure Acquisition and Construction Account is for a Cost of the Master Infrastructure Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Master Infrastructure Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Master Infrastructure Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Master Infrastructure Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Nicolle Van Valkenburg

Digitally signed by Nicolle Van Valkenburg
Date: 2025.12.03 13:56:16-05'00'

_____
Consulting Engineer

Date: _____

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5290905

INVOICE

WHALEY FARMS LLC	CLIENT ID:	
PV CONSTRUCTION LLC	INVOICE #:	5290905
CENTERLINE CAPITAL ADVISORS	INVOICE DATE:	5/24/2024
15481 SW 12TH STREET #309	DUE DATE:	5/24/2024
SUNRISE, FL 33326	BILLED THROUGH:	4/30/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: April 2024

For Professional Civil Engineering Services Rendered Through April 30, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	25.71	78,000.00	27,000.00	0.00	27,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	6.67	14,000.00	1,000.00	0.00	1,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	22.22	14,000.00	4,000.00	0.00	4,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	0.00	12,000.00	0.00	0.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	8.33	22,000.00	2,000.00	0.00	2,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	0.00	58,700.00	0.00	0.00	0.00
	270,700.00	12.56	236,700.00	34,000.00	0.00	34,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	2.05	19,590.00	410.00	0.00	410.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	0.54	76,090.00	410.00	0.00	410.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5290905

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	2.00	205.00	410.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $34,410.00

Utilities: Civil Engineering $ 13,136.67

Road and Drainage: Civil Engineering $ 21,273.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291330

INVOICE

WHALEY FARMS LLC	CLIENT ID:	
PV CONSTRUCTION LLC	INVOICE #:	5291330
CENTERLINE CAPITAL ADVISORS	INVOICE DATE:	7/9/2024
15481 SW 12TH STREET #309	DUE DATE:	7/9/2024
SUNRISE, FL 33326	BILLED THROUGH:	5/31/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING — PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: May 2024

For Professional Civil Engineering Services Rendered Through May 31, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	41.90	61,000.00	44,000.00	27,000.00	17,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	13.33	13,000.00	2,000.00	1,000.00	1,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	77.78	4,000.00	14,000.00	4,000.00	10,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	58.33	5,000.00	7,000.00	0.00	7,000.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	20.83	19,000.00	5,000.00	2,000.00	3,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	0.00	58,700.00	0.00	0.00	0.00
	270,700.00	26.60	198,700.00	72,000.00	34,000.00	38,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	7.18	18,565.00	1,435.00	410.00	1,025.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	1.88	75,065.00	1,435.00	410.00	1,025.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291330

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	5.00	205.00	1,025.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $39,025.00

Utilities: Civil Engineering $ 23,008.33

Road and Drainage: Civil Engineering $ 16,016.67

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291515

INVOICE

WHALEY FARMS LLC	CLIENT ID:	8501
PV CONSTRUCTION LLC	INVOICE #:	5291515
CENTERLINE CAPITAL ADVISORS	INVOICE DATE:	7/23/2024
15481 SW 12TH STREET #309	DUE DATE:	8/2/2024
SUNRISE, FL 33326	BILLED THROUGH:	6/30/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: June 2024

For Professional Civil Engineering Services Rendered Through June 30, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	64.76	37,000.00	68,000.00	44,000.00	24,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	40.00	9,000.00	6,000.00	2,000.00	4,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	88.89	2,000.00	16,000.00	14,000.00	2,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	58.33	5,000.00	7,000.00	7,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	41.67	14,000.00	10,000.00	5,000.00	5,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	75.98	14,100.00	44,600.00	0.00	44,600.00
	270,700.00	56.00	119,100.00	151,600.00	72,000.00	79,600.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	10.25	17,950.00	2,050.00	1,435.00	615.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	2.68	74,450.00	2,050.00	1,435.00	615.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291515

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	3.00	205.00	615.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $80,215.00

Utilities: Civil Engineering $ 10,205.00

Road and Drainage: Civil Engineering $ 70,010.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291783

INVOICE

WHALEY FARMS LLC
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5291783
INVOICE DATE: 8/22/2024
DUE DATE: 9/1/2024
BILLED THROUGH: 7/31/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: July 2024

For Professional Civil Engineering Services Rendered Through July 31, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	79.05	22,000.00	83,000.00	68,000.00	15,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	51.33	7,300.00	7,700.00	6,000.00	1,700.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	94.44	1,000.00	17,000.00	16,000.00	1,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	75.00	3,000.00	9,000.00	7,000.00	2,000.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	50.00	12,000.00	12,000.00	10,000.00	2,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	44,600.00	8,200.00
	270,700.00	67.05	89,200.00	181,500.00	151,600.00	29,900.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	17.43	16,515.00	3,485.00	2,050.00	1,435.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	4.56	73,015.00	3,485.00	2,050.00	1,435.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291783

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	7.00	205.00	1,435.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $31,335.00

Utilities: Civil Engineering $ 8,478.33

Road and Drainage: Civil Engineering $ 22,856.67

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291860

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5291860
INVOICE DATE: 9/5/2024
DUE DATE: 9/15/2024
BILLED THROUGH: 8/31/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: August 2024

For Professional Civil Engineering Services Rendered Through August 31, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	83,000.00	22,000.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	51.33	7,300.00	7,700.00	7,700.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	0.00	10,000.00	0.00	0.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	94.44	1,000.00	17,000.00	17,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	78.33	2,600.00	9,400.00	9,000.00	400.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	54.17	11,000.00	13,000.00	12,000.00	1,000.00
C	6,000.00	0.00	6,000.00	0.00	0.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	75.69	65,800.00	204,900.00	181,500.00	23,400.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	28.38	14,325.00	5,675.00	3,485.00	2,190.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	7.42	70,825.00	5,675.00	3,485.00	2,190.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5291860

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Design Technician (CAD)	1.00	140.00	140.00
Senior Project Manager	10.00	205.00	2,050.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $25,590.00

Utilities: Civil Engineering $ 8,463.33

Road and Drainage: Civil Engineering $ 17,126.67

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292297

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5292297
INVOICE DATE: 10/30/2024
DUE DATE: 11/9/2024
BILLED THROUGH: 9/27/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: September 2024

For Professional Civil Engineering Services Rendered Through September 27, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	78.00	3,300.00	11,700.00	7,700.00	4,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	50.00	5,000.00	5,000.00	0.00	5,000.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	17,000.00	1,000.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	86.67	1,600.00	10,400.00	9,400.00	1,000.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	79.17	5,000.00	19,000.00	13,000.00	6,000.00
C	6,000.00	50.00	3,000.00	3,000.00	0.00	3,000.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	83.08	45,800.00	224,900.00	204,900.00	20,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	33.38	13,324.00	6,676.00	5,675.00	1,001.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	8.73	69,824.00	6,676.00	5,675.00	1,001.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292297

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Design Technician (CAD)	7.15	140.00	1,001.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $21,001.00

Utilities: Civil Engineering $ 2,333.67

Road and Drainage: Civil Engineering $ 18,667.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292576

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5292576
INVOICE DATE: 11/27/2024
DUE DATE: 12/7/2024
BILLED THROUGH: 10/31/2024

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: October 2024

For Professional Civil Engineering Services Rendered Through October 31, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	84.67	2,300.00	12,700.00	11,700.00	1,000.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	70.00	3,000.00	7,000.00	5,000.00	2,000.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	86.67	1,600.00	10,400.00	10,400.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	87.50	3,000.00	21,000.00	19,000.00	2,000.00
C	6,000.00	66.67	2,000.00	4,000.00	3,000.00	1,000.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	85.30	39,800.00	230,900.00	224,900.00	6,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	48.38	10,324.00	9,676.00	6,676.00	3,000.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	12.65	66,824.00	9,676.00	6,676.00	3,000.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	0.00	0.00	0.00
	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292576

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Computer Technician (CAD)	5.80	125.00	725.00
Senior Engineer Technician (CAD)	6.00	140.00	840.00
Senior Project Manager	7.00	205.00	1,435.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $9,000.00

Utilities: Civil Engineering $ 1,000.00

Road and Drainage: Civil Engineering $ 8,000.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

Reimbursable Expenses

5435-06-01
5292717

INVOICE

WHALEY FARMS LLC		CLIENT ID:	8501
Whaley Farms , LLC.		INVOICE #:	5292717
PV CONSTRUCTION LLC		INVOICE DATE:	12/11/2024
CENTERLINE CAPITAL ADVISORS		DUE DATE:	12/21/2024
15481 SW 12TH STREET #309		BILLED THROUGH:	11/30/2024
SUNRISE, FL 33326			

KISSIMMEE PARK RD EXTENSION AND WIDENING — PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: November 2024

For Professional Civil Engineering Services Rendered Through November 30, 2024

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	84.67	2,300.00	12,700.00	12,700.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	70.00	3,000.00	7,000.00	7,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	86.67	1,600.00	10,400.00	10,400.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	87.50	3,000.00	21,000.00	21,000.00	0.00
C	6,000.00	66.67	2,000.00	4,000.00	4,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST1: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST2: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST3: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	85.30	39,800.00	230,900.00	230,900.00	0.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	48.38	10,324.00	9,676.00	9,676.00	0.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDT1: POST DESIGN AND BIDDING SERVICES	8,500.00	0.00	8,500.00	0.00	0.00	0.00
	76,500.00	12.65	66,824.00	9,676.00	9,676.00	0.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	1,265.00	0.00	1,265.00
	1,265.00	0.00	1,265.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5292717

REIMBURSABLE DETAIL	Amount
Permits/Applications Fee Advances	1,265.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $1,265.00

Utilities: Permit Fees $ 421.67

Road and Drainage: Reimbursables (Permit Fees) $ 843.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5293360

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5293360
INVOICE DATE: 3/11/2025
DUE DATE: 3/21/2025
BILLED THROUGH: 1/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: January 2025

For Professional Civil Engineering Services Rendered Through January 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	94.67	800.00	14,200.00	12,700.00	1,500.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	70.00	3,000.00	7,000.00	7,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	95.83	500.00	11,500.00	10,400.00	1,100.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	95.83	1,000.00	23,000.00	21,000.00	2,000.00
C	6,000.00	66.67	2,000.00	4,000.00	4,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	87.00	35,200.00	235,500.00	230,900.00	4,600.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	65.03	6,994.00	13,006.00	9,676.00	3,330.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	16.47	7,100.00	1,400.00	0.00	1,400.00
	76,500.00	18.83	62,094.00	14,406.00	9,676.00	4,730.00

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	1,265.00	1,265.00	0.00
	1,265.00	1,265.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5293360

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Computer Technician (CAD)	2.00	125.00	250.00
Inspector	5.00	150.00	750.00
Project Manager	2.00	200.00	400.00
Senior Design Technician (CAD)	5.00	140.00	700.00
Senior Project Manager	6.00	205.00	1,230.00
PDST1: POST DESIGN AND BIDDING SERVICES			
Senior Design Technician (CAD)	10.00	140.00	1,400.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $9,330.00

Utilities: Civil Engineering $ 2,676.67

Road and Drainage: Civil Engineering $ 6,653.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01

5293549

INVOICE

WHALEY FARMS LLC	CLIENT ID:	8501
Whaley Farms , LLC.	INVOICE #:	5293549
PV CONSTRUCTION LLC	INVOICE DATE:	3/27/2025
CENTERLINE CAPITAL ADVISORS	DUE DATE:	4/6/2025
15481 SW 12TH STREET #309	BILLED THROUGH:	2/28/2025
SUNRISE, FL 33326		

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: February 2025

For Professional Civil Engineering Services Rendered Through February 28, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	94.67	800.00	14,200.00	14,200.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	70.00	3,000.00	7,000.00	7,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	11,500.00	500.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	97.50	600.00	23,400.00	23,000.00	400.00
C	6,000.00	66.67	2,000.00	4,000.00	4,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	89.95	5,900.00	52,800.00	52,800.00	0.00
	270,700.00	87.33	34,300.00	236,400.00	235,500.00	900.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01

5293549

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	75.54	4,892.90	15,107.10	13,006.00	2,101.10
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00
PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	16.47	7,100.00	1,400.00	1,400.00	0.00
	76,500.00	21.58	59,992.90	16,507.10	14,406.00	2,101.10

TIME & MATERIALS	Total Billed To Date	Amount Previously Billed	Amount This Billing
REIMBURSABLES	7,765.00	1,265.00	6,500.00
Current billing of 6,500 for Geotechnical Engineering Services	7,765.00	1,265.00	6,500.00

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Computer Technician (CAD)	3.00	125.00	375.00
Senior Project Manager	8.42	205.00	1,726.10

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $9,501.10

Utilities: Civil Engineering $ 1,200.37
Geotech Engineering: $ 2,166.67

Road and Drainage: Civil Engineering $ 1,800.73
Reimbursables (Geotech Engineering) $ 4,333.33

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5293884
INVOICE DATE: 5/14/2025
DUE DATE: 5/24/2025
BILLED THROUGH: 4/30/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: April 2025

For Professional Civil Engineering Services Rendered Through April 30, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	14,200.00	800.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	7,000.00	3,000.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	23,400.00	600.00
C	6,000.00	66.67	2,000.00	4,000.00	4,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	0.00	2,000.00	0.00	0.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	0.00	2,000.00	0.00	0.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	52,800.00	1,100.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	69.23	4,000.00	9,000.00	0.00	9,000.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	0.00	2,000.00	0.00	0.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	89.21	3,306.25	27,326.24	0.00	27,326.24
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	76.26	86,606.25	278,226.24	236,400.00	41,826.24

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	87.84	2,432.90	17,567.10	15,107.10	2,460.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5293884

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	16.47	7,100.00	1,400.00	1,400.00	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	50.28	42,264.05	42,735.95	0.00	42,735.95
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	0.00	5,000.00	0.00	0.00	0.00
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	71.67	3,400.00	8,600.00	0.00	8,600.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	12.17	13,175.00	1,825.00	0.00	1,825.00
	193,500.00	37.28	121,371.95	72,128.05	16,507.10	55,620.95

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Senior Project Manager	12.00	205.00	2,460.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC			
Computer Technician (CAD)	10.07	125.00	1,258.75
Design Technician (CAD)	56.37	140.00	7,891.80
Engineer	74.00	165.00	12,210.00
Project Manager	6.00	200.00	1,200.00
Senior Design Technician (CAD)	144.11	140.00	20,175.40
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN			
Project Manager	43.00	200.00	8,600.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE			
Computer Technician (CAD)	5.00	125.00	625.00
Project Manager	6.00	200.00	1,200.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $97,447.19

Utilities: Civil Engineering $ 24,273.65

Road and Drainage: Civil Engineering $ 73,173.54

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294337
INVOICE DATE: 7/14/2025
DUE DATE: 7/24/2025
BILLED THROUGH: 5/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: May 2025

For Professional Civil Engineering Services Rendered Through May 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: Consumptive Use Water Permit	6,000.00	100.00	0.00	6,000.00	4,000.00	2,000.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	50.00	1,000.00	1,000.00	0.00	1,000.00
AST3: SCHEDULE OF VALUES	2,000.00	25.00	1,500.00	500.00	0.00	500.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	73.46	3,450.00	9,550.00	9,000.00	550.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	0.00	2,000.00	0.00	0.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	89.21	3,306.25	27,326.24	27,326.24	0.00
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	77.37	82,556.25	282,276.24	278,226.24	4,050.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	89.34	2,132.90	17,867.10	17,567.10	300.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294337

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	22.35	6,600.00	1,900.00	1,400.00	500.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	85.57	12,263.45	72,736.55	42,735.95	30,000.60
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	0.00	5,000.00	0.00	0.00	0.00
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	88.33	1,400.00	10,600.00	8,600.00	2,000.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	21.50	11,775.00	3,225.00	1,825.00	1,400.00
	193,500.00	54.95	87,171.35	106,328.65	72,128.05	34,200.60

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Project Manager	1.50	200.00	300.00
PDST1: POST DESIGN AND BIDDING SERVICES			
Computer Technician (CAD)	4.00	125.00	500.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC			
Senior Design Technician (CAD)	214.29	140.00	30,000.60
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN			
Project Manager	10.00	200.00	2,000.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE			
Project Manager	7.00	200.00	1,400.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $38,250.60

Utilities: Civil Engineering $ 12,900.20

Road and Drainage: Civil Engineering $ 25,350.40

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294473
INVOICE DATE: 7/29/2025
DUE DATE: 8/8/2025
BILLED THROUGH: 6/29/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: June 2025

For Professional Civil Engineering Services Rendered Through June 29, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	50.00	1,000.00	1,000.00	1,000.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	500.00	1,500.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	83.46	2,150.00	10,850.00	9,550.00	1,300.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	0.00	2,000.00	0.00	0.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	89.21	3,306.25	27,326.24	27,326.24	0.00
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	78.14	79,756.25	285,076.24	282,276.24	2,800.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	92.34	1,532.30	18,467.70	17,867.10	600.60
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294473

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	22.35	6,600.00	1,900.00	1,900.00	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	93.81	5,263.05	79,736.95	72,736.55	7,000.40
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	60.00	1,999.80	3,000.20	0.00	3,000.20
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	98.33	200.00	11,800.00	10,600.00	1,200.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	24.17	11,375.00	3,625.00	3,225.00	400.00
	193,500.00	61.26	74,970.15	118,529.85	106,328.65	12,201.20

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

EMPLOYEE DETAIL	Hours	Rate	Amount
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES			
Principal	1.82	330.00	600.60
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC			
Design Technician (CAD)	34.11	140.00	4,775.40
Engineer	5.00	165.00	825.00
Project Manager	7.00	200.00	1,400.00
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS			
Design Technician (CAD)	21.43	140.00	3,000.20
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN			
Project Manager	6.00	200.00	1,200.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE			
Project Manager	2.00	200.00	400.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $15,001.20

Utilities: Civil Engineering $ 5,367.07

Road and Drainage: Civil Engineering $ 9,634.13

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294658
INVOICE DATE: 8/27/2025
DUE DATE: 9/6/2025
BILLED THROUGH: 7/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: July 2025

For Professional Civil Engineering Services Rendered Through July 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	100.00	0.00	2,000.00	1,000.00	1,000.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	91.15	1,150.00	11,850.00	10,850.00	1,000.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	100.00	0.00	2,000.00	0.00	2,000.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	89.21	3,306.25	27,326.24	27,326.24	0.00
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	79.24	75,756.25	289,076.24	285,076.24	4,000.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	100.00	0.00	20,000.00	18,467.70	1,532.30
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294658

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	22.35	6,600.00	1,900.00	1,900.00	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	96.16	3,262.45	81,737.55	79,736.95	2,000.60
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	80.00	999.90	4,000.10	3,000.20	999.90
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	100.00	0.00	12,000.00	11,800.00	200.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	28.17	10,775.00	4,225.00	3,625.00	600.00
	193,500.00	64.01	69,637.35	123,862.65	118,529.85	5,332.80

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $9,332.80

Utilities: Civil Engineering $ 2,577.60

Road and Drainage: Civil Engineering $ 6,755.20

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294835

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294835
INVOICE DATE: 9/30/2025
DUE DATE: 10/10/2025
BILLED THROUGH: 8/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: August 2025

For Professional Civil Engineering Services Rendered Through August 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	100.00	0.00	13,000.00	11,850.00	1,150.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	94.16	1,788.12	28,844.37	28,844.37	0.00
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	79.97	73,088.12	291,744.37	290,594.37	1,150.00

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	100.00	0.00	20,000.00	20,000.00	0.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	3.33	46,400.40	1,599.60	0.00	1,599.60

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294835

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	81.17	1,600.60	6,899.40	1,900.00	4,999.40
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	97.58	2,061.25	82,938.75	81,737.55	1,201.20
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	90.00	500.10	4,499.90	4,000.10	499.80
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	94.84	774.30	14,225.70	4,225.00	10,000.70
	193,500.00	73.47	51,336.65	142,163.35	123,862.65	18,300.70

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $19,450.70

Utilities: Civil Engineering $ 6,100.23

Road and Drainage: Civil Engineering $ 13,350.47

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5295030

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5295030
INVOICE DATE: 10/29/2025
DUE DATE: 11/8/2025
BILLED THROUGH: 9/30/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: September 2025

For Professional Civil Engineering Services Rendered Through September 30, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	100.00	0.00	13,000.00	13,000.00	0.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	99.12	270.00	30,362.49	28,844.37	1,518.12
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	80.38	71,570.00	293,262.49	291,744.37	1,518.12

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	100.00	0.00	20,000.00	20,000.00	0.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	3.33	46,400.40	1,599.60	1,599.60	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL. 34741
407-847-9433

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	81.17	1,600.60	6,899.40	6,899.40	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	97.58	2,061.25	82,938.75	82,938.75	0.00
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	90.00	500.10	4,499.90	4,499.90	0.00
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	94.84	774.30	14,225.70	14,225.70	0.00
	193,500.00	73.47	51,336.65	142,163.35	142,163.35	0.00

	Total Billed To Date	Amount Previously Billed	Amount This Billing
TIME & MATERIALS			
REIMBURSABLES	7,907.67	7,765.00	142.67
	7,907.67	7,765.00	142.67

REIMBURSABLE DETAIL	Amount
Permits/Applications Fee Advances	142.67

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $1,660.79

Utilities: Permit Fees $ 47.56

Road and Drainage: Civil Engineering $ 1,518.12
Reimbursables (Permit Fees) $ 95.11

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

INVOICE

WHALEY FARMS LLC
Whaley Farms , LLC.
PV CONSTRUCTION LLC
CENTERLINE CAPITAL ADVISORS
15481 SW 12TH STREET #309
SUNRISE, FL 33326

CLIENT ID: 8501
INVOICE #: 5294663
INVOICE DATE: 8/27/2025
DUE DATE: 9/6/2025
BILLED THROUGH: 7/31/2025

KISSIMMEE PARK RD EXTENSION AND WIDENING PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: July 2025

For Professional Civil Engineering Services Rendered Through July 31, 2025

FIXED FEE ITEMS	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
CET1: COMPLETE RIGHT OF WAY IMPROVEMENTS FOR EXTENSION AND WIDENING	105,000.00	100.00	0.00	105,000.00	105,000.00	0.00
CET1A: ACCESS IMPROVEMENT PLANS FOR PHASED SUBMITTALS	15,000.00	100.00	0.00	15,000.00	15,000.00	0.00
CET2: OSCEOLA COUNTY SUBMITAL FOR KPR RIGHT OF WAY IMPROVEMENTS	10,000.00	100.00	0.00	10,000.00	10,000.00	0.00
CET3: UTILITY IMPROVEMENT PLAN FOR EXTENDING WATER AND SEWER AND REUSE	18,000.00	100.00	0.00	18,000.00	18,000.00	0.00
CET4: TWA AND FDEP WATER AND SEWER PERMITTING	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
CET5: SFWMD ENVIRONMENTAL RESOURCE PERMIT	24,000.00	100.00	0.00	24,000.00	24,000.00	0.00
CET6: CONSUMPTIVE USE WATER PERMIT	6,000.00	100.00	0.00	6,000.00	6,000.00	0.00
CET7: NPDES AND SPPP SUBMITTAL	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
AST3: SCHEDULE OF VALUES	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
PDST2: TWA AND FDEP CERTIFICATION OF COMPLETION	12,000.00	0.00	12,000.00	0.00	0.00	0.00
PDST3: SFWMD CERTIFICATION OF COMPLETION	1,000.00	0.00	1,000.00	0.00	0.00	0.00
PDST4: OSCEOLA COUNTY CERTIFICATION OF COMPLETION	5,000.00	0.00	5,000.00	0.00	0.00	0.00
LANDSCAPE AND IRRIGATION SERVICES BY NFC	58,700.00	91.82	4,800.00	53,900.00	53,900.00	0.00
ADDEN1: REVISE EXIST. SFWMD ENVIROMENTAL RESOURCE PERMIT FOR SFWMD	13,000.00	91.15	1,150.00	11,850.00	11,850.00	0.00
ADDEN1: REVISED SCHEDULE OF VALUES TO OC	2,000.00	100.00	0.00	2,000.00	2,000.00	0.00
ADDEN2: FLORIDA BRIDGE AND TRANSPORTATION STRUCTURAL DESIGN SERVICES	30,632.49	94.16	1,788.12	28,844.37	27,326.24	1,518.13
ADDEN2: HUMPHRIES CONSULTING AND ENGINEERING FLOODPLAIN SERVICES	48,500.00	0.00	48,500.00	0.00	0.00	0.00
	364,832.49	79.65	74,238.12	290,594.37	289,076.24	1,518.13

TIME & MATERIALS NOT TO EXCEED	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
AST1: DESIGN AND PERMITTING ADMINISTRATION SERVICES	20,000.00	100.00	0.00	20,000.00	20,000.00	0.00
AST2: POST DESIGN ADMINISTRATION SERVICES	48,000.00	0.00	48,000.00	0.00	0.00	0.00

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5435-06-01
5294663

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	22.35	6,600.00	1,900.00	1,900.00	0.00
ADDEN1: REVISE EXIST. ROW IMPROVEMENT PLANS BY OC	85,000.00	96.16	3,262.45	81,737.55	81,737.55	0.00
ADDEN1: SUBMIT REVISED ROW TO OC / REVISIONS	5,000.00	80.00	999.90	4,000.10	4,000.10	0.00
ADDEN1: REVISE EXIST. UTILITY IMPROVEMENT PLAN	12,000.00	100.00	0.00	12,000.00	12,000.00	0.00
ADDEN1: ADMIN SERVICES / RE-DESGIN & RE-PERMITTING PHASE	15,000.00	28.17	10,775.00	4,225.00	4,225.00	0.00
	193,500.00	64.01	69,637.35	123,862.65	123,862.65	0.00

TIME & MATERIALS	**Total Billed To Date**	**Amount Previously Billed**	**Amount This Billing**
REIMBURSABLES	7,765.00	7,765.00	0.00
	7,765.00	7,765.00	0.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $1,518.13

Road and Drainage: Civil Engineering $ 1,518.13

INVOICE

J&L Triple B Ranch, LLLP
1181 SE Turkey Hammock Rd
Arcadia, FL 34266

ranch@shibumicapitalpartners.com
+1 (770) 851-8430

Bella Terra Community Development District:Kissimmee Park Road Widening

Bill to
Bella Terra Community Development District
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

Bella Tara CDD
10-18-2025 Approved
Due from KPR Utilties

Invoice details
Invoice no.: 100311
Terms: Net 30
Invoice date: 10/15/2025
Due date: 11/14/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Tortoise > 130mm - Smoak Flats**	Tortoise GTT-25-01267	2	$5,000.00	$10,000.00

Total **$10,000.00**

Note to customer
Project - Kissimmee Park Road Widening

Attachment A

Delivery Date 10/13/2025

Donor Site Kissimmee Park Road Widening

Donor Company Whaley Farms, LLC

Permit Number GTT-25-01267

Recipient Site Smoak Flats

Project Supervisor Chris Stiegler

Capture Date	GT ID Number	Sex (M / F / J)	Carapace Length (mm)	Capture Method	Marking Method	Previously Marked? (Yes Only)	Comments
	40	F	290		Notch		4258g
	41	F	270				3352g

Capture Agent (print) _____

Capture Agent Signature / Date

Release Agent (print) Josh Gamblin

10/13/2025

Release Agent Signature / Date

Number of tortoises to be released

Drill marks match ID number on Data Sheet (Yes / No) yes

From: noreply@link2gov.com
To: Ernesto Mitsumasu
Subject: Successful Payment Confirmation - Florida Fish and Wildlife Conservation Commission
Date: Monday, September 15, 2025 4:01:39 PM

EXTERNAL SENDER

This e-mail will serve as confirmation that your payment was received.

The transaction information is listed below:

Permittee:	Whaley Farms, LLC
Permit Name:	Gopher Tortoise 10 or Fewer Burrows
Invoice Number:	25204198
Transaction Date:	09/15/2025 04:01 PM
Payment Type:	EP
Receipt Number:	3906120665
Date and Time:	09/15/2025 04:01 PM
Payment Amount:	$273.00
Convenience Fee:	$2.00
Total Amount Paid:	$275.00

PLEASE KEEP THIS FOR YOUR RECORDS.

From: FWCPermits@MYFWC.com
To: Ernesto Mitsumasu; christopher.stiegler@gmail.com; Craig Perry
Subject: Your payment has been received
Date: Monday, September 15, 2025 4:01:44 PM

EXTERNAL SENDER

Thank you for your payment of $275.00. This charge includes required mitigation contribution to obtain a gopher tortoise permit and any applicable convenience fees charged by the credit card company. The charge will appear on your statement as the Wildlife Foundation of Florida.

If you have any questions regarding your payment, please contact the Gopher Tortoise Program
Tallahassee Office
(850) 921-1031
GTPermits@myfwc.com

In the event you need to contact FWC regarding this transaction, please reference the following information.

Application Number: 128287
Your Transaction ID: 3906120665
Invoice Number: 25204198

Thank you for being a part of the Florida Fish and Wildlife Conservation Commission community.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Receipt No. 163048

RECEIPT

Jose Milan
Centerline Capital Advisors
15481 SW 12th Street Unit 309
Sunrise, FL 33326

Project Name	Application
Kissimmee Park Road Widening	241113-47564

Revenue Account No.	Application Type	Fee
462500	ERP Individual New	$7500.00

Date	Payer	Transaction Type	Payment Method	Ref.	Amount
1/7/2025	Jose Milan	Payment-Accept	EFT	9999	$5500.00
7/7/2025	Jose Milan	Payment-Accept	EFT	9999	$2000.00
				Balance Due	$0.00

Processed By:Gordana Iricanin
Date: July 7, 2025

BALANCE RECEIPT

July 10, 2025

Bella Tara Community Development District
Craig Perry
1500 Cordova Road, Suite 203
Fort Lauderdale, FL 33316

Lake X Mitigation Bank
Kissimmee Park Road Widening
SFWMD Permit No. 241113-47564

Product	Quantity	Unit Price
Lake X Mitigation Bank		
Freshwater State Forested (UMAM)	0.17	$150,000.00
Freshwater State Herbaceous (UMAM)	0.25	$200,000.00
	Order Amount	$75,500.00
	Deposit Amount (10%) – Paid (By Wire Transfer)	$7,550.00
	Balance Amount - Paid (By Wire Transfer)	$67,950.00

Credits have been paid for in full. Once the SFWMD permit is issued, LXMB will process the credit transfer request.

Please call Alex Preisser at 407.481.0677 with any questions.

cc: **Chris Stiegler, WRA**

Non Committed

Package Details

Package Name	NOC - Bella T
Package Status	Received
County	Osceola County, FL
Remote ID	SF_440320
Submitter	PV Construction
Average Turnaround Time	5 minutes - 4 days
Created By	Joey Milan
Last Modified By	Joey Milan

Documents

Actions...

	Name	Pages	Estimated Fees	Status	Actions
☐	NOC - Bella Tara KPR Widening_rev NOTICE OF COMMENCEMENT	11	$95.00	Received	
Total		**11**	**$95.00**		

Estimated Fees

Fee Description	Amount	Payment Account
Recording Fees	$95.00	City National Bank (4025) (ACH **********4025)
Taxes	$0.00	City National Bank (4025) (ACH **********4025)
Submission Fees	$4.25	City National Bank (4025) (ACH **********4025)
Total	**$99.25**	

Entity: Whaley Farms, LLC
Job: 50-9040
Cost Code: 9-03-0035
Approval: Joey Milan
Date: 10-01-2025

Recording Fees for
Bella Tara Notice of Commencement
ACH Payment

SMITHCURRIE OLES

www.smithcurrie.com

2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
Telephone: (404) 521-3800
Federal Tax I.D. No: 58-0954951

Whaley Farms, LLC
Legal Fees KPR
50-9910
4-04-0025
8-08-2025
Approved

Centerline Capital Advisors LLC
,

July 31, 2025
Client: CEN363
Matter: 0013
Invoice #: 413817
Resp. Atty: CMH
Page: 1

RE: Kissimmee Park Road Utilities - JR Davis Construction Compan

For Professional Services Rendered Through July 31, 2025

Total Services	$585.00
INVOICE AMOUNT DUE	**$585.00**
TOTAL BALANCE DUE	$585.00

Road and Drainage: $585.00

Remittance Advice

Payment is due and payable upon receipt. Any disbursements not included on the current invoice will be on the next invoice.

Check Payable To:
Smith Currie Oles LLP
Attn.: Accounts Receivable
2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
If paying by check, please return this remittance page with your payment.

eCheck/ACH & Credit/Debit Card
Payments can be made by eCheck/ACH, American Express, Discover, MasterCard & VISA. To make a secure payment online, please click here

Note: Payments made by credit card will incur a 3% surcharge. Payments made by debit card or eCheck/ACH will not incur a surcharge.

SMITHCURRIE OLES
www.smithcurrie.com

2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
Telephone: (404) 521-3800
Federal Tax I.D. No: 58-0954951

Centerline Capital Advisors LLC
,

July 31, 2025
Client: CEN363
Matter: 0013
Invoice #: 413817
Resp. Atty: CMH
Page: 1

RE: Kissimmee Park Road Utilities - JR Davis Construction Compan

For Professional Services Rendered Through July 31, 2025

SERVICES

Date	Tkpr.	Description of Services	Hours	Amount
07/30/2025	EP	Correspondence with Craig regarding Land Development Agreement.	0.20	$117.00
07/31/2025	EP	Prepare for and conduct call with Craig and Bonnie.	0.80	$468.00
		Total Professional Services	1.00	$585.00

TIMEKEEPER RECAP

Timekeeper		Hours Worked	Hours Billed	Rate	Amount
EP	Eugene Polyak	1.00	1.00	$585.00	$585.00

Total Services	$585.00
INVOICE AMOUNT DUE	**$585.00**
Total Balance Due	$585.00

SMITHCURRIE OLES

www.smithcurrie.com

Non Committed

2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
Telephone: (404) 521-3800
Federal Tax I.D. No: 58-0954951

Centerline Capital Advisors LLC
,

August 31, 2025
Client: CEN363
Matter: 0013
Invoice #: 414878
Resp. Atty: CMH
Page: 1

RE: Kissimmee Park Road Utilities - JR Davis Construction Compan

For Professional Services Rendered Through August 31, 2025

Total Services	$8,307.00
INVOICE AMOUNT DUE	**$8,307.00**
TOTAL BALANCE DUE	$8,307.00

Road and Drainage: $ 8,307.00

Remittance Advice

Payment is due and payable upon receipt. Any disbursements not included on the current invoice will be on the next invoice.

Check Payable To:
Smith Currie Oles LLP
Attn.: Accounts Receivable
2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
If paying by check, please return this remittance page with your payment.

eCheck/ACH & Credit/Debit Card
Payments can be made by eCheck/ACH, American Express, Discover, MasterCard & VISA. To make a secure payment online, please click here

Note: Payments made by credit card will incur a 3% surcharge. Payments made by debit card or eCheck/ACH will not incur a surcharge.

SMITHCURRIE OLES
www.smithcurrie.com

2700 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, GA 30303
Telephone: (404) 521-3800
Federal Tax I.D. No: 58-0954951

Centerline Capital Advisors LLC
,

August 31, 2025
Client: CEN363
Matter: 0013
Invoice #: 414878
Resp. Atty: CMH
Page: 1

RE: Kissimmee Park Road Utilities - JR Davis Construction Compan

For Professional Services Rendered Through August 31, 2025

SERVICES

Date	Tkpr.	Description of Services	Hours	Amount
08/08/2025	EP	Analyze contracts provided by Craig in connection with Kissimmee Park Road Widening project (2.9); begin drafting A101 (1.7); review correspondence from Craig (.1); call and correspondence with Bonnie (.1).	4.80	$2,808.00
08/10/2025	EP	Continue drafting A101 and A201 for Kissimmee Park Road Widening project.	3.70	$2,164.50
08/11/2025	EP	Revise and edit A101 and A201 for Kissimmee Park Road Widening project (3.2); correspondence with Craig and Bonnie (.2).	3.40	$1,989.00
08/12/2025	EP	Prepare for and conduct call with Bonnie (.7); correspondence with Bonnie (.2).	0.90	$526.50
08/13/2025	EP	Call and correspondence with Bonnie regarding contract (.3); revise and edit contract and send to Bonnie (.4).	0.70	$409.50
08/15/2025	EP	Calls and correspondence with Bonnie regarding contract (.3); analysis in connection with contract (.4).	0.70	$409.50
		Total Professional Services	14.20	$8,307.00

TIMEKEEPER RECAP

Timekeeper		Hours Worked	Hours Billed	Rate	Amount
EP	Eugene Polyak	14.20	14.20	$585.00	$8,307.00

Total Services	$8,307.00
INVOICE AMOUNT DUE	**$8,307.00**
Total Balance Due	$8,307.00

12363 Hampton Park Blvd.
Tampa, Florida 33624

Invoice

DATE	INVOICE #
7/9/2024	24-2514.1

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
4/4/2024	Env. Manager	WRA project meeting to discuss the status of the project (including SFWMD and 404 permitting).	1	200.00	200.00
4/18/2024	Env. Manager	Project meeting to discuss the status of the SFWMD permitting and roadway permitting.	1	200.00	200.00
4/25/2024	Staff Enviro...	(480) Meetings Join and listen in on 404 JD meeting	0.75	125.00	93.75
4/25/2024	Sr. Env. Sci...	404 permitting meeting	0.75	150.00	112.50
4/25/2024	Sr. Env. Sci...	404 permitting meeting	0.75	150.00	112.50
4/29/2024	Sr. Env. Sci...	Weekly update meeting	0.5	150.00	75.00

Total $793.75

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$30,000.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 24-2514.1 7/9/2024	Inv. # 24-2514.2	Inv. # 24-2514.3	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	3%	$29,206.25	$793.75			$793.75
TOTAL T&M FEES	**$30,000.00**	**3%**	**$29,206.25**	**$793.75**	**$0.00**	**$0.00**	**$793.75**
Additional Services - T&M (if needed)							$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C							$0.00
GRAND TOTAL			**$29,206.25**	**$793.75**	**$0.00**	**$0.00**	**$793.75**

Shaded Columns = Paid Invoices

12363 Hampton Park Blvd.
Tampa, Florida 33624

Invoice

DATE	INVOICE #
9/13/2024	24-2514.2

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		11,250.00	11,250.00

Total $11,250.00

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 24-2514.1 7/9/2024	Inv. # 24-2514.2 9/13/2024	Inv. # 24-2514.3	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	40%	$17,956.25	$793.75	$11,250.00		$12,043.75
TOTAL T&M FEES	**$30,000.00**	**40%**	**$17,956.25**	**$793.75**	**$11,250.00**	**$0.00**	**$12,043.75**
CO #1 - 50-9910 Kissimmee Park Road							$0.00
TASK A. SFWMD ERP Permitting	$30,000.00	0%	$30,000.00				$0.00
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00				$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00				$0.00
CO #1 GRAND TOTAL	**$36,500.00**	**0%**	**$36,500.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Additional Services - T&M (if needed)							$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C							$0.00
GRAND TOTAL	**$66,500.00**		**$54,456.25**	**$793.75**	**$11,250.00**	**$0.00**	**$12,043.75**

Shaded Columns = Paid Invoices

12363 Hampton Park Blvd.
Tampa, Florida 33624

Invoice

DATE	INVOICE #
1/22/2025	25-2514.1

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		2,781.25	2,781.25

Total	$2,781.25

Phone #
813-265-3130

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
3/5/2025	25-2514.2

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
		CO #1 - 50-9910 Kissimmee Park Road			
		TASK A. SFWMD ERP Permitting			
11/15/2024	Sr. Env. Scientist	Research on what needs to be done for the ACOE modification and coordination with the team	0.5	150.00	75.00
11/26/2024	GIS Analyst	CAD Maps analysis	1	125.00	125.00
12/2/2024	GIS Analyst	KPR ACOE Mapping	1	125.00	125.00
12/4/2024	Sr. Env. Scientist	Coordination with FWC to get them to sign off on the ERP application	2	150.00	300.00
12/4/2024	GIS Analyst	Soil Table / Contours	1.25	125.00	156.25
12/10/2024	GIS Analyst	Edgewater Maps	1	125.00	125.00
12/11/2024	Sr. Env. Scientist	Informal RAI response sent to the ACOE	1	150.00	150.00
12/11/2024	GIS Analyst	KPR Map Update	0.75	125.00	93.75
12/12/2024	Admin Assistant	Format nine-page Kissimmee Park Road Widening/SFWMD RAI response letter and save in the appropriate file on the server.	1	80.00	80.00
				Total	

Phone #
813-265-3130

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
3/5/2025	25-2514.2

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
12/16/2024	Env. Scientist	Answering the environmental considerations on the SFWMD RAI response. Also worked on the hydrograph memo which is a part of the RAI response	5.5	100.00	550.00
12/17/2024	Sr. Env. Scientist	SFWMD RAI response	1	150.00	150.00
12/17/2024	Env. Scientist	E-mailing hanson,walter and associates, and making markups to correct the mislabeled acreages for the osw/wetlands on site. Also responding to comments on the RAI.	4.5	100.00	450.00
12/18/2024	Sr. Env. Scientist	Coordination and meetings with Richard to figure out the placement of the new ponds and to see if there are additional impacts	1	150.00	150.00
12/18/2024	GIS Analyst	CAD File evaluation	1	125.00	125.00
12/19/2024	Env. Scientist	Working on responding to the wildllife comments from sfwmd on the RAI	2.5	100.00	250.00
12/23/2024	Env. Scientist	SFWMD RAI response. Responding to bald eagle questions	1	100.00	100.00
1/7/2025	Env. Scientist	Reviewing the maps Richard made for the RAI response and also looking at the soil units on the map where the proposed stormwater ponds are to be made	0.25	100.00	25.00
1/7/2025	GIS Analyst	Maps for RAI Response	5.25	125.00	656.25

Total

Phone #
813-265-3130

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
3/5/2025	25-2514.2

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
1/8/2025	Sr. Env. Scientist	RAI Response and request for information from HW	1	150.00	150.00
1/13/2025	Sr. Env. Scientist	SWFWMD RAI response	2	150.00	300.00
1/13/2025	GIS Analyst	Wetland Map with CAD Ponds	1	125.00	125.00
1/14/2025	Sr. Env. Scientist	SFWMD site visit	7.5	150.00	1,125.00
1/14/2025	Env. Scientist	sfwmd site visit to review umams and impacts from the proposed KPR ponds and road expansion impacts	7	100.00	700.00
1/23/2025	Sr. Env. Scientist	Review of SFWMD comments and coordination with Joey and Richard to get these addressed.	1	150.00	150.00
1/23/2025	Env. Scientist	Updating the section c and umam forms for the proposed impact to osw-36 that is to require mitigation. Also looked into the bonetted bat protocol as we may require a survey out there depending on what sfwmd says.	2	100.00	200.00
	Reimb Group				
1/14/2025	Mileage	SWFWMD Site Visit	102	0.67	68.34
	Copying Expense	Photocopies/Black & White	11	0.25	2.75
	Color Copies	Photocopies/Color	32	0.50	16.00
		Total Reimbursable Expenses			87.09

Total $6,523.34

Phone #
813-265-3130

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
6/3/2025	25-2514.3

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with the Whaley - Kissimmee Park Env Permit project.			
2/21/2025	GIS Analyst	KPR OSW 36 Mititgation Area.	0.5	125.00	62.50
2/24/2025	Env. Scientist	Completing the UMAM forms for OSW-36 for SWFWMD and making the photolog to accompany the forms.	1	100.00	100.00
3/18/2025	Sr. Env. Scientist	SWFWMD RAI response.	1	150.00	150.00
3/27/2025	Sr. Env. Scientist	RAI response and coordination with the engineers.	2	150.00	300.00
3/28/2025	Sr. Env. Scientist	Addressed RAI comments.	3	150.00	450.00
	Reimb Group				
	Copying Expense	Photocopies/Black & White	5	0.25	1.25
	Color Copies	Photocopies/Color	3	0.50	1.50
		Total Reimbursable Expenses			2.75

Total $1,065.25

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 24-2514.1 7/9/2024	Inv. # 24-2514.2 9/13/2024	Inv. # 25-2514.1 1/22/2025	Inv. # 25-2514.2 03/05/2025	Inv. # 25-2514.3 06/03/2025	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25	$793.75	$11,250.00	$375.00			$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$793.75**	**$11,250.00**	**$375.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	33%	$20,095.00			$2,406.25	$6,436.25	$1,062.50	$9,905.00
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00						$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00						$0.00
CO #1 TOTAL	**$36,500.00**	**27%**	**$26,595.00**	**$0.00**	**$0.00**	**$2,406.25**	**$6,436.25**	**$1,062.50**	**$9,905.00**
T&M & CO #1 TOTAL	**$66,500.00**	**34%**	**$44,176.25**	**$793.75**	**$11,250.00**	**$2,781.25**	**$6,436.25**	**$1,062.50**	**$22,323.75**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C							$87.09	$2.75	$89.84
GRAND TOTAL	**$66,500.00**		**$44,176.25**	**$793.75**	**$11,250.00**	**$2,781.25**	**$6,523.34**	**$1,065.25**	**$22,413.59**

Shaded Columns = Paid Invoices

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
6/10/2025	25-2514.4

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		2,956.25	2,956.25
	Reimb Group				
	Copying Expense	Photocopies/Black & White	5	0.25	1.25
	Color Copies	Photocopies/Color	4	0.50	2.00
		Total Reimbursable Expenses			3.25
				Total	$2,959.50

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 24-2514.2 9/13/2024	Inv. # 25-2514.1 1/22/2025	Inv. # 25-2514.2 03/05/2025	Inv. # 25-2514.3 06/03/2025	Inv. # 25-2514.4 06/10/2025	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25	$11,250.00	$375.00				$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$11,250.00**	**$375.00**	**$0.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	43%	$17,138.75		$2,406.25	$6,436.25	$1,062.50	$2,956.25	$12,861.25
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00						$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00						$0.00
CO #1 TOTAL	**$36,500.00**	**35%**	**$23,638.75**	**$0.00**	**$2,406.25**	**$6,436.25**	**$1,062.50**	**$2,956.25**	**$12,861.25**
T&M & CO #1 TOTAL	**$66,500.00**	**38%**	**$41,220.00**	**$11,250.00**	**$2,781.25**	**$6,436.25**	**$1,062.50**	**$2,956.25**	**$25,280.00**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C						$87.09	$2.75	$3.25	$93.09
GRAND TOTAL	**$66,500.00**		**$41,220.00**	**$11,250.00**	**$2,781.25**	**$6,523.34**	**$1,065.25**	**$2,959.50**	**$25,373.09**

Shaded Columns = Paid Invoices

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
7/25/2025	25-2514.5

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		1,410.00	1,410.00
			Total		$1,410.00

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 25-2514.3 06/03/2025	Inv. # 25-2514.4 06/10/2025	Inv. # 25-2514.5 07/25/2025	Inv. # 25-2514.6	Inv. # 25-2514.7	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25						$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	48%	$15,728.75	$1,062.50	$2,956.25	$1,410.00			$14,271.25
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00						$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00						$0.00
CO #1 TOTAL	**$36,500.00**	**39%**	**$22,228.75**	**$1,062.50**	**$2,956.25**	**$1,410.00**	**$0.00**	**$0.00**	**$14,271.25**
T&M & CO #1 TOTAL	**$66,500.00**	**40%**	**$39,810.00**	**$1,062.50**	**$2,956.25**	**$1,410.00**	**$0.00**	**$0.00**	**$26,690.00**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C				$2.75	$3.25				$93.09
GRAND TOTAL	**$66,500.00**		**$39,810.00**	**$1,065.25**	**$2,959.50**	**$1,410.00**	**$0.00**	**$0.00**	**$26,783.09**

Shaded Columns = Paid Invoices

12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
8/22/2025	25-2514.6

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		12,518.75	12,518.75
			Total		$12,518.75

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 25-2514.3 06/03/2025	Inv. # 25-2514.4 06/10/2025	Inv. # 25-2514.5 07/25/2025	Inv. # 25-2514.6 08/22/2025	Inv. # 25-2514.7	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25						$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	89%	$3,210.00	$1,062.50	$2,956.25	$1,410.00	$12,518.75		$26,790.00
TASK B. 100% Gopher Tortoise Survey	$3,500.00	0%	$3,500.00						$0.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	0%	$3,000.00						$0.00
CO #1 TOTAL	**$36,500.00**	**73%**	**$9,710.00**	**$1,062.50**	**$2,956.25**	**$1,410.00**	**$12,518.75**	**$0.00**	**$26,790.00**
T&M & CO #1 TOTAL	**$66,500.00**	**59%**	**$27,291.25**	**$1,062.50**	**$2,956.25**	**$1,410.00**	**$12,518.75**	**$0.00**	**$39,208.75**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C				$2.75	$3.25				$93.09
GRAND TOTAL	**$66,500.00**		**$27,291.25**	**$1,065.25**	**$2,959.50**	**$1,410.00**	**$12,518.75**	**$0.00**	**$39,301.84**

Shaded Columns = Paid Invoices

Water Resource Associates LLC
12363 Hampton Park Boulevard
Tampa, Florida 33624

Invoice

DATE	INVOICE #
10/15/2025	25-2514.7

BILL TO
Whaley Farms, LLC. 15481 SW 12th St, Ste. 309 Sunrise, FL 33326

P.O. NO.	TERMS	PROJECT
	Due on receipt	2514

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
		For professional services rendered in connection with Whaley - Kissimmee Park Env Permit project.			
	Consulting	See attached Task Billing Form		6,500.00	6,500.00
	Reimb Group				
9/5/2025	Co. Truck - Milea...	LSS	204	0.70	142.80
		Total Reimbursable Expenses			142.80
				Total	$6,642.80

Phone #
813-265-3130

TASK BILLING FORM
Whaley - Kissimmee Park Env Permit
JOB NAME: Whaley Farms, LLC.
WRA Project No.: 2514

5/8/2024

$66,500.00

TASKS	Amount	% Complete	Dollars Remaining	Inv. # 25-2514.6 08/22/2025	Inv. # 25-2514.7 10/14/2025	Inv. # 25-2514.8	Inv. # 25-2514.9	Inv. # 25-2514.10	TOTAL
ACOE Approval Application Kissimmee Park Road	$30,000.00	41%	$17,581.25						$12,418.75
TOTAL T&M FEES	**$30,000.00**	**41%**	**$17,581.25**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$12,418.75**
CO #1 - 50-9910 Kissimmee Park Road									
TASK A. SFWMD ERP Permitting	$30,000.00	89%	$3,210.00	$12,518.75					$26,790.00
TASK B. 100% Gopher Tortoise Survey	$3,500.00	100%	$0.00		$3,500.00				$3,500.00
TASK C. FWC Gopher Tortoise Permitting	$3,000.00	100%	$0.00		$3,000.00				$3,000.00
CO #1 TOTAL	**$36,500.00**	**91%**	**$3,210.00**	**$12,518.75**	**$6,500.00**	**$0.00**	**$0.00**	**$0.00**	**$33,290.00**
T&M & CO #1 TOTAL	**$66,500.00**	**69%**	**$20,791.25**	**$12,518.75**	**$6,500.00**	**$0.00**	**$0.00**	**$0.00**	**$45,708.75**
Additional Services - T&M (if needed)									$0.00
SERVICES TOTAL				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Reimbursables / Other Direct Charges per Attachment C					$142.80				$235.89
GRAND TOTAL	**$66,500.00**		**$20,791.25**	**$12,518.75**	**$6,642.80**	**$0.00**	**$0.00**	**$0.00**	**$45,944.64**

Shaded Columns = Paid Invoices

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

April 11, 2024
FILE # 29466 - 1

Invoice # 11210190
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 6,710.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 6,710.00**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

03/05/24	TRS	EXCHANGING EMAIL CORRESPONDENCE WITH KEVIN WALSH REGARDING TWA LANDSWAP TIMING CONCERN AND SCHOOL AGREEMENT FOLLOW UP.	0.60
03/07/24	TRS	CONFERENCES REGARDING NEXT STEPS WITH OSCEOLA SCHOOL DISTRICT; WORKING ON LAND SWAP ARGUMENTS AND REVISIONS TO OSCEOLA COUNTY WITH RESPECT TO SAME.	1.10
03/08/24	TRS	TELEPHONE CONFERENCES WITH OSCEOLA SCHOOL DISTRICT AND KEVIN WALSH REGARDING VARIOUS ISSUES WITH SCHOOL AGREEMENT FOLLOWING DISTRICT'S DECISION NOT TO PURCHASE SITE.	0.70
03/08/24	TRS	PREPARING REVISIONS TO LAND SWAP RESPONSE AND ARGUMENTS BASED UPON PRIOR AGREEMENTS; EMAIL CORRESPONDENCE WITH CRAIG PERRY AND KEVIN WALSH REGARDING SAME.	0.80
03/11/24	TRS	EMAIL CORRESPONDENCE REGARDING VARIOUS PROJECT MATTERS.	0.40
03/12/24	TRS	TELEPHONE CONFERENCE WITH CRAIG PERRY AND KEVIN WALSH REGARDING LAND SWAP AND TRANSPORTATION AGREEMENTS.	0.40
03/13/24	TRS	FINALIZING DETAILED EMAIL CORRESPONDENCE TO OSCEOLA COUNTY REGARDING LAND SWAP.	0.70
03/14/24	TRS	CONFERRING WITH KEVIN WALSH; REVIEWING PRIOR DRAFTS OF TRANSPORTATION TERM SHEET.	0.70
03/21/24	TRS	CONFERRING WITH KEVIN WALSH REGARDING PROJECT MATTERS.	0.30
03/21/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM KEVIN WALSH WITH REFERENCES FROM METRO TO HOUSE BILL 479; BEGIN REVIEW AND ANALYSIS OF SAME.	0.30
03/25/24	TRS	TELEPHONE CONFERENCE WITH KEVIN WALSH; REVIEWING PENDING CHANGES TO STATE LEGISLATION ON IMPACT FEES AND MOBILITY FEES; OBTAINING AND REVIEWING MARCH 28TH ST. CLOUD CITY COUNCIL AGENDA AND STAFF REPORT PACKAGE; EMAIL CORRESPONDENCE TO PROJECT TEAM REGARDING SAME.	0.80
03/26/24	TRS	CONFERRING WITH CRAIG PERRY AND KEVIN WALSH REGARDING RECENT STATE LEGISLATION REGARDING IMPACT FEES AND MOBILITY FEES; REVIEWING LEGISLATIVE HISTORY REGARDING SAME; EMAIL CORRESPONDENCE REGARDING SAME AND STRATEGY FOR MEETING WITH	0.80

		OSCEOLA COUNTY AND ADJACENT OWNER.	
03/28/24	TRS	PREPARING FOR AND ATTENDING ST. CLOUD CITY COUNCIL HEARING APPROVING ADOPTION OF LAND USE AND ZONING CHANGES; MEETING WITH KEVIN WALSH REGARDING TRANSPORTATION AGREEMENTS AND RELATED MATTERS.	3.20
03/28/24	TRS	REVIEWING EMAIL CORRESPONDENCE AND RELATED DOCUMENTATION FROM MEETING WITH SENIOR OSCEOLA COUNTY STAFF.	0.80
03/29/24	TRS	TELEPHONE CONFERENCE WITH KEVIN WALSH REGARDING VARIOUS PROJECT MATTERS; REVIEWING WATERLINE AGREEMENT AND RELATED DOCUMENTATION.	0.60

Current Fees: $ 6,710.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	12.20	$ 6,710.00
	12.20	$ 6,710.00

Utilities: $ 330.00

Road and Drainage $ 330.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

May 17, 2024
FILE # 29466 - 1

Invoice # 11218138
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 11,660.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 11,660.00**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

04/02/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM OSCEOLA COUNTY REGARDING LAND SWAP; REVIEWING PRIOR DOCUMENTS RELATED TO SAME.	0.80
04/03/24	TRS	PREPARING REVISIONS TO TRI-PARTY AGREEMENT; PREPARING FOR AND ATTENDING MEETING WITH PROJECT TEAM TO DISCUSS SAME AND OTHER PROJECT RELATED MATTERS.	2.20
04/05/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT; TELEPHONE CONFERENCE WITH KEVIN WALSH REGARDING SAME.	0.80
04/05/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY ON WHETHER TO INCLUDE PERFORMANCE BOND; REVIEW AND ANALYSIS OF SAME IN CONTEXT OF AGREEMENT.	0.40
04/09/24	TRS	CONFERRING WITH KEVIN WALSH REGARDING VARIOUS PROJECT MATTERS.	0.30
04/09/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT; EMAIL CORRESPONDENCE TO SCHOOL DISTRICT COUNSEL.	0.60
04/10/24	TRS	WORKING ON VARIOUS REVISIONS TO EXHIBITS TO TRI-PARTY AGREEMENT.	0.80
04/11/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT.	0.80
04/11/24	TRS	OBTAINING AND REVIEWING MINUTES OF SCHOOL BOARD MEETING; CONFERRING WITH OFFICE OF SCHOOL DISTRICT'S GENERAL COUNSEL.	0.60
04/12/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT.	1.30
04/15/24	TRS	FURTHER REVIEW AND ANALYSIS OF WATERLIN AGREEMENT; WORKING ON REVISIONS TO TRI-PARTY AGREEMENT.	2.50
04/15/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY WITH PERFORMANCE BOND AND RELATED EXHIBIT INFORMATION.	0.80
04/16/24	TRS	FINALIZING REVISIONS TO TRI-PARTY AGREEMENT AND EMAIL CORRESPONDENCE TRANSMITTING SAME TO PROJECT TEAM.	1.80
04/17/24	TRS	EXCHANGING EMAIL CORRESPONDENCE REGARDING PROJECT MATTERS.	0.20
04/19/24	TRS	REVIEWING TRI-PARTY AGREEMENT IN PREPARATION FOR CONFERENCE CALL WITH PROJECT TEAM; CONFERENCE CALL WITH PROJECT TEAM REGARDING SAME AND OTHER	1.10

		PROJECT RELATED MATTERS.	
04/19/24	TRS	REVIEWING SCHOOL STAFF REPORTS AND SCHOOL AGREEMENT WITH AMENDMENTS IN PREPARATION FOR DRAFTING CANCELLATION LETTER.	0.80
04/19/24	TRS	REVIEWING FEBRUARY 27TH SCHOOL DISTRICT BOARD MEETING MINUTES AND EMAIL CORRESPONDENCE TO PROJECT TEAM REGARDING SAME.	0.20
04/21/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY REGARDING SCHOOL SITE ISSUES; WORKING ON DRAFT LETTER TO SCHOOL DISTRICT.	0.90
04/22/24	TRS	REVIEWING SCHOOL BOARD ISSUES; TELEPHONE CONFERENCE WITH OFFICE OF GENERAL COUNSEL.	0.70
04/24/24	TRS	CONFERRING WITH KEVIN WALSH REGARDING QUESTIONS ON LEGAL DESCRIPTION PENDING COUNTY LAND SWAP FOR VARIOUS AGREEMENTS; REVIEWING SKETCHES OF DESCRIPTION IN CONNECTION WITH SAME.	0.60
04/25/24	TRS	REVIEWING PRIVATE PARTY DEVELOPMENT AGREEMENT TEMPLATES IN CONNECTION WITH METRO/WATERLIN; REVIEWING TRI-PARTY AGREEMENT IN CONNECTION WITH SAME; TELEPHONE CONFERENCE WITH OFFICE OF SCHOOL DISTRICT GENERAL COUNSEL; CONFERRING WITH KEVIN WALSH REGARDING PROJECT MATTERS.	1.50
04/30/24	TRS	REVIEWING PRIVATE PARTY DEVELOPMENT AGREEMENT ISSUES AND SAMPLE DOCUMENTS; REVIEWING MOST RECENT DRAFT OF WATERLIN AND TRI-PARTY AGREEMENTS IN CONNECTION WITH SAME.	1.50

Current Fees: $ 11,660.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	21.20	$ 11,660.00
	21.20	$ 11,660.00

Road and Drainage : $ 8,415.00

GRAYROBINSON

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Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

June 10, 2024
FILE # 29466 - 1

Invoice # 11221591
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 15,565.00
CURRENT DISBURSEMENTS:	$ 62.72
CURRENT BALANCE DUE:	**$ 15,627.72**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

05/02/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM KEVIN WALSH WITH DRAFT TOHO AGREEMENT; EMAIL CORRESPONDENCE REGARDING SCHOOL TERMINATION LETTER; REVIEWING UNDERLYING AGREEMENTS AND STAFF REPORTS IN CONNECTION WITH SAME.	1.10
05/03/24	TRS	ATTENDING PROJECT TEAM STATUS CALL; FINALIZING DRAFTING OF SCHOOL TERMINATION LETTER; REVIEWING ORIGINAL PURCHASE AGREEMENT, AMENDMENTS TO SAME, MINUTES OF SCHOOL BOARD MEETINGS AND RELATED STAFF REPORTS IN CONNECTION WITH SAME; EMAIL CORRESPONDENCE REGARDING SAME.	1.80
05/04/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY.	0.10
05/06/24	TRS	FINALIZING CORRESPONDENCE TO SCHOOL BOARD AND OTHERS, VARIOUS EMAIL MESSAGES REGARDING PROJECT MATTERS.	0.80
05/06/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM KEVIN WALSH WITH FINAL WATERLINE AGREEMENT; REVIEWING SAME.	0.70
05/07/24	TRS	PREPARING FOR AND ATTENDING MEETING WITH CRAIG PERRY, DEAN PERRY AND KEVIN WALSH REGARDING VARIOUS PROJECT MATTERS, REVIEWING TRANSPORTATION AGREEMENT; REVIEWING WATERLINE AGREEMENT; REVIEWING UTILITY AGREEMENT IN CONNECTION WITH SAME.	2.80
05/08/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT; WORKING ON INITIAL DRAFTING OF METRO AGREEMENT.	1.60
05/10/24	TRS	MULTIPLE TELEPHONE CONFERENCES REGARDING SCHOOL SITE AND RELATED MATTERS.	0.80
05/13/24	TRS	WORKING ON REVISIONS TO TRI-PARTY AGREEMENT; WORKING ON AGREEMENT WITH METRO.	1.80
05/14/24	TRS	WORKING ON TRI-PARTY AGREEMENT; WORKING ON METRO AGREEMENT; CONFERRING WITH CRAIG PERRY; EMAIL CORRESPONDENCE REGARDING PROJECT MATTERS.	1.70
05/15/24	TRS	CONFERRING WITH CDD COUNSEL; WORKING ON TRI-PARTY AGREEMENT.	0.80
05/15/24	TRS	EXCHANGING EMAIL CORRESPONDENCE REGARDING TOHO AGREEMENTS.	0.40
05/16/24	TRS	WORKING ON TRI-PARTY AGREEMENT.	1.70

05/16/24	TRS	EMAIL CORRESPONDENCE REGARDING INTERLOCAL CDD AGREEMENT AND RELATED MATTERS.	0.40
05/16/24	TRS	REVIEWING DRAFT FORCE MAIN AGREEMENT.	0.60
05/17/24	TRS	WORKING ON TRI-PARTY AGREEMENT.	1.50
05/18/24	TRS	REVIEWING UPDATED INTERLOCAL AGREEMENT AND EMAIL CORRESPONDENCE REGARDING SAME.	0.70
05/19/24	TRS	EMAIL CORRESPONDENCE REGARDING VARIOUS AGREEMENTS.	0.30
05/20/24	TRS	CONFERENCES REGARDING INTERLOCAL AGREEMENT AND TRI-PARTY AGREEMENT; EMAIL CORRESPONDENCE REGARDING PROJECT MATTERS.	0.70
05/22/24	TRS	REVIEWING DRAFT INTERLOCAL AGREEMENT; EMAIL CORRESPONDENCE REGARDING SAME.	0.60
05/23/24	TRS	WORKING ON TRI-PARTY AGREEMENT REVISIONS.	1.00
05/23/24	TRS	REVIEWING UPDATES TO INTERLOCAL AGREEMENT WITH CDDS.	0.80
05/24/24	TRS	ATTENDING TEAMS MEETING REGARDING CDD AND INTERLOCAL AGREEMENT FOR ROAD AND UTILITY IMPROVEMENTS; ADDITIONAL CONFERENCES REGARDING TRI-PARTY AGREEMENT; WORKING ON REVISIONS TO SAME.	2.60
05/24/24	TRS	CONFERENCES WITH SCHOOL BOARD GENERAL COUNSEL; CONFERRING WITH CRAIG PERRY AND KEVIN WALSH; EMAIL CORRESPONDENCE WITH SCHOOL COUNSEL REGARDING BASIC TERMS FOR FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT.	0.50
05/27/24	TRS	FINALIZING REVISIONS TO TRI-PARTY AGREEMENT; PREPARING EMAIL CORRESPONDENCE TO PROJECT TEAM REGARDING SAME.	1.80
05/29/24	TRS	REVIEWING COMMENTS TO DRAFT TRI-PARTY AGREEMENT FROM CRAIG PERRY AND BEGIN REVISING SAME.	0.70

Current Fees: $ 15,565.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	28.30	$ 15,565.00
	28.30	$ 15,565.00

Utilities: $ 1,540.00

Road and Drainage: $ 12,045.00

Disbursements:

05/06/24	Express Mail	$ 13.84
05/06/24	Express Mail	$ 13.84
05/06/24	Express Mail	$ 13.84
05/06/24	Express Mail	$ 13.84
05/06/24	Postage and Handling	$ 7.36
	Current Disbursements:	$ 62.72

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Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

August 3, 2024
FILE # 29466 - 1

Invoice # 11233960
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 10,740.89
CURRENT FEES:	$ 3,491.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 3,491.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 14,231.89**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

07/03/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING UPDATED TRI-PARTY AGREEMENT; BRIEF REVIEW OF LINK WITH VARIOUS EXHIBITS.	0.40
07/09/24	TRS	TELEPHONE CONFERENCE WITH CRAIG PERRY AND KEVIN WALSH REGARDING DISPUTE WITH SCHOOL DISTRICT AND OTHER PROJECT RELATED MATTERS.	0.40
07/10/24	JB	CONFERRING WITH TITLE COMPANY RE: CONTRACT TERMINATION MATTERS AND INSURABILITY OF TRANSACTION.	0.50
07/11/24	JB	EXCHANGING EMAILS WITH TITLE UNDERWRITE REGARDING INSURABILITY OF TRANSACTION.	0.20
07/12/24	TRS	CONFERENCE CALL WITH CRAIG PERRY AND JERE EARLYWINE REGARDING CDD AGREEMENT.	0.50
07/12/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING DEVELOPER'S AGREEMENT APPLICATION SUBMITTAL.	0.20
07/13/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM OSCEOLA COUNTY; CONFIRMING SUFFICIENCY OF DEVELOPMENT AGREEMENT SUBMITTAL.	0.10
07/14/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM JERE EARLYWINE WITH REVISED CDD INTERLOCAL AGREEMENT	0.50
07/18/24	TRS	REVIEW EMAIL CORRESPONDENCE REGARDING REVISED INTERLOCAL AGREEMENT.	0.10
07/18/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM JO THACKER REGARDING FORCE MAIN AGREEMENT.	0.30
07/19/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM NICK HARTLEY AT OSCEOLA COUNTY WITH COMMENTS TO TRI-PARTY AGREEMENT; BRIEF REVIEW OF SAME.	0.40
07/19/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING REVISED INTERLOCAL AGREEMENT BETWEEN COMMUNITY DEVELOPMENT DISTRICTS.	0.10
07/22/24	TRS	FOLLOW UP WITH TITLE UNDERWRITER REGARDING INTERPRETATION OF SCHOOL AGREEMENT TERMINATION.	0.20
07/23/24	JB	CONFERRING WITH TITLE UNDERWRITER RE: REQUIREMENTS FOR INSURING OVER SCHOOL BOARD CONTRACT; CONFERRING WITH TOM SULLIVAN RE: SAME.	0.50
07/23/24	TRS	CONFERRING REGARDING QUESTIONS FROM TITLE UNDERWRITER ON SCHOOL AGREEMENT; REVIEWING BACKGROUND INFORMATION	0.60

		RELATED TO SAME.	
07/23/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING REVISED INTERLOCAL AND ENGINEER'S REPORT.	0.30
07/24/24	TRS	REVIEWING EMAIL CORRESPONDENCE REGARDING EDGEWATER FORCE MAIN; EXCHANGING MESSAGES WITH KEVIN WALSH.	0.30
07/24/24	TRS	REVIEWING TOHO ASSESSMENT METHODOLOGY.	0.50
07/25/24	TRS	TELEPHONE CONFERENCE WITH KEVIN WALSH; REVIEWING EMAIL CORRESPONDENCE REGARDING UTILITY AGREEMENT.	0.40

Current Fees: $ 3,491.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	5.30	$ 2,915.00
Bankowitz, Jeffrey	1.20	$ 576.00
	6.50	$ 3,491.00

Utilities: $ 825.00

Road and Drainage: $ 1,265.00

GRAYROBINSON

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Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

September 18, 2024
FILE # 29466 - 1

Invoice # 11243815
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 2,944.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 2,944.00**

0139

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PAYMENT IS DUE UPON RECEIPT

To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

08/08/24	TRS	Conferring with Kevin Walsh regarding project matters.	0.30
08/15/24	TRS	Meeting with Kevin Walsh regarding utility agreement matters; review and analysis of force main agreement with Edgewater CDD as constructing party.	1.60
08/19/24	TRS	Email correspondence with Kevin Walsh regarding force main construction agreement; reviewing current draft of same and begin working on utility agreement for Bella Terra construction of Kissimmee Park Road utilities.	1.60
08/21/24	TRS	Reviewing multiple email messages regarding comments to force main construction agreement for Kissimmee Park Road for Edgewater; working on utility agreement.	0.60
08/23/24	TRS	Reviewing email correspondence with comments from St. Cloud and Osceola County to tri-party agreement and reviewing same.	0.50

Current Fees: $ 2,944.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	4.60	$ 2,944.00
	4.60	$ 2,944.00

Utilities: $2,432.00

Road and Drainage: $320.00

GRAYROBINSON

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Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

September 18, 2024
FILE # 29466 - 2

Invoice # 11243826
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 6,976.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 6,976.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

08/20/24	TRS	Working on utility agreement for Kissimeee Park Road.	1.30
08/21/24	TRS	Working on utility agreement for Kissimmee Park Road.	1.40
08/22/24	TRS	Finalizing draft utility agreement; email correspondence to Craig Perry and Kevin Walsh regarding same.	1.80
08/26/24	TRS	Exchanging email correspondence with Kevin Walsh regarding utility agreement matters.	0.20
08/27/24	TRS	Email correspondence with Kevin Walsh regarding utility agreement.	0.20
08/28/24	TRS	Meeting with Kevin Walsh regarding utility agreement matters; begin working on revisions to same.	2.40
08/29/24	TRS	Working on utility agreement.	1.00
08/30/24	TRS	Working on utility agreement matters.	1.00
08/31/24	TRS	Continued work on utility agreement; preparing detailed email correspondence to Kevin Walsh regarding clarifications needed with respect to same.	1.60

Current Fees: $ 6,976.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	10.90	$ 6,976.00
	10.90	$ 6,976.00

Utilities: $ 6,976.00

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

October 15, 2024
FILE # 29466 - 1

Invoice # 11249028
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 2,944.00
CURRENT FEES:	$ 3,776.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 3,776.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 6,720.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

09/03/24	TRS	Conferring with Kevin Walsh regarding utility agreements referencing flows as cost share metric; reviewing various agreement in connection with same.	0.60
09/04/24	TRS	Reviewing email correspondence from Jo Thacker regarding updated force main agreement.	0.40
09/12/24	TRS	Reviewing email correspondence from Jo Thacker with updated force main agreement and reviewing same.	0.60
09/17/24	TRS	Conferring with Kevin Walsh; email correspondence regarding recorded Waterline agreement with exhibits.	0.40
09/19/24	TRS	Email correspondence from Kevin Walsh regarding comments to force main agreement.	0.30
09/19/24	TRS	Reviewing email correspondence from Craig Perry with second submittal of tri-party agreement and reviewing updates to same.	0.90
09/20/24	TRS	Conferring with Craig Perry regarding project matters; reviewing email correspondence regarding force main agreement provisions.	0.80
09/23/24	TRS	Email correspondence regarding various force main provisions.	0.30
09/24/24	TRS	Email correspondence regarding various provisions in force main agreement.	0.30
09/25/24	TRS	Email correspondence regarding various provisions and force main agreement.	0.30
09/26/24	TRS	Reviewing revisions to force main agreement and email correspondence regarding same.	0.60
09/27/24	TRS	Reviewing email correspondence regarding force main agreement provisions.	0.40

Current Fees: $ 3,776.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	5.90	$ 3,776.00
	5.90	$ 3,776.00

Utilities: $ 2,944.00

Road and Drainage: $ 832.00

GRAYROBINSON

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

October 15, 2024
FILE # 29466 - 2

Invoice # 11249044
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 6,976.00
CURRENT FEES:	$ 9,408.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 9,408.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 16,384.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

09/05/24	TRS	Working on Kissimmee Park Road utility agreement.	0.80
09/06/24	TRS	Working on revisions to Kissimmee Park Road utility agreement.	1.10
09/09/24	TRS	Finalizing revisions to Kissimmee Park Road utility agreement; email correspondence with Kevin Walsh and Craig Perry regarding same.	2.20
09/13/24	TRS	Meeting with Kevin Walsh regarding Kissimmee Park Road utility agreement and begin working on revisions to same.	2.90
09/16/24	TRS	Working on multiple revisions to Kissimmee Park Road utility agreement; conferring with Kevin Walsh.	1.80
09/17/24	TRS	Preparing revisions to Kissimmee Park Road Utility Agreement; preparing email correspondence transmitting same to Craig Perry and Kevin Walsh.	2.60
09/18/24	TRS	Reviewing Kissimmee Park Road utility agreement in preparation for discussion on same.	0.90
09/18/24	TRS	Reviewing sketches and legals for BTI segment.	0.30
09/19/24	TRS	Attending teams meeting regarding final edits to Kissimmee Park Road utility agreement; preparing revisions to same; email correspondence with Kevin Walsh regarding same.	1.80
09/20/24	TRS	Email correspondence transmitting Kissimmee Park Road utility construction agreement.	0.30

Current Fees: $ 9,408.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	14.70	$ 9,408.00
	14.70	$ 9,408.00

Utilities: $ 9,408.00

GRAYROBINSON

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Post Office Box 3068
Orlando, Florida 32802

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

November 7, 2024
FILE # 29466 - 1

Invoice # 11253045
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 6,720.00
CURRENT FEES:	$ 6,730.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 6,730.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 13,450.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

10/11/24	JB	Reviewing email correspondence re: lender's request for additional provisions to be inserted into county agreements.	0.40
10/11/24	TRS	Email correspondence regarding proposed lender language.	0.40
10/14/24	TRS	Email correspondence regarding revised exhibits to TOHO and developer services agreements.	0.40
10/14/24	JB	Reviewing loan agreement provisions re: development obligations; exchanging emails with Tom Sullivan re: same.	0.40
10/15/24	JB	Reviewing draft utility agreement and proposed revisions requested by lender; conferring with Tom Sullivan re: same.	0.40
10/15/24	TRS	Email correspondence with Craig Perry regarding proposed language from lender; review and analysis of same; telephone conference with Craig Perry.	0.70
10/16/24	TRS	Detailed review of proposed lender changes to agreements; telephone conference with Craig Perry regarding same; email correspondence with St. Cloud city attorney regarding same.	1.80
10/17/24	TRS	Reviewing updated Tri-Party Agreement and email correspondence to Osceola County.	0.80
10/17/24	TRS	Email correspondence with Craig Perry regarding lender requested language issues.	0.60
10/18/24	TRS	Reviewing email correspondence regarding comments to force main construction agreement.	0.30
10/18/24	TRS	Reviewing email correspondence from Jo Thacker regarding updated force main construction agreement; brief review of same.	0.50
10/22/24	TRS	Reviewing email correspondence regarding re submittal to St. Cloud and Osceola County; brief review of updates.	0.40
10/25/24	TRS	Email correspondence regarding force main construction agreement.	0.30
10/29/24	TRS	Telephone conference with Kevin Walsh regarding Edgewater East construction easement needed in advance of executing utility agreement; begin working on same.	0.80
10/30/24	TRS	Conferring with Kevin Walsh; working on temporary construction easement document; reviewing updated exhibits.	0.90
10/31/24	TRS	Conferring with Kevin Walsh regarding Temporary Construction Easement; working on revisions to same; email correspondence regarding same.	1.50

Current Fees: $ 6,730.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	9.40	$ 6,016.00
Bankowitz, Jeffrey	1.20	$ 714.00
	10.60	$ 6,730.00

Utilities: $ 3,520.00

Road and Drainage: $ 512.00

GRAYROBINSON

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Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

December 11, 2024
FILE # 29466 - 1

Invoice # 11259460
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 2,880.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 2,880.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

11/01/24	TRS	Telephone conferences with Kevin Walsh regarding Temporary Construction Easement; preparing revisions to same; email correspondence regarding same.	1.10
11/11/24	TRS	Reviewing email correspondence with updated force main construction agreement.	0.40
11/13/24	TRS	Reviewing email correspondence from engineer with revised exhibits; reviewing same.	0.60
11/15/24	TRS	Reviewing email correspondence regarding St. Cloud comments to Tri-Party Agreement.	0.40
11/18/24	TRS	Reviewing email correspondence from St. Cloud with comments to the Tri-Party Agreement; brief review of same.	0.50
11/19/24	TRS	Reviewing email correspondence from Kevin Walsh regarding mobility fee credits question.	0.20
11/19/24	TRS	Reviewing email correspondence from Craig Perry with final execution version of Tri-Party Development Agreement; brief review of same.	0.50
11/22/24	TRS	Reviewing email correspondence regarding execution copy of force main construction agreement.	0.30
11/25/24	TRS	Reviewing email correspondence regarding execution of TWA agreement.	0.20
11/26/24	TRS	Telephone conference with Kevin Walsh regarding various matters and anticipated December 12th date for St. Cloud hearing on Developer's Agreement.	0.30

Current Fees: $ 2,880.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	4.50	$ 2,880.00
	4.50	$ 2,880.00

Utilities: $ 576.00

Road and Drainage: $ 1,088.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

January 17, 2025
FILE # 29466 - 1

Invoice # 11267393
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 7,326.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 7,326.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

12/02/24	TRS	Reviewing email correspondence regarding Bella Terra CDD final form.	0.20
12/05/24	TRS	Email correspondence regarding project matters; begin reviewing easement comments.	0.40
12/06/24	TRS	Email correspondence regarding BTI easement revisions; reviewing same.	0.70
12/09/24	TRS	Attending teams meeting with Craig Perry and Kevin Walsh regarding BTI easement; review and analysis of revisions to same in comparison with prior versions.	1.30
12/09/24	TRS	Preparing revisions to Temporary Construction Easement with BTI.	0.80
12/10/24	TRS	Email correspondence regarding temporary construction easement; conferring regarding same.	0.40
12/10/24	TRS	Reviewing email correspondence regarding TOHO agreement.	0.10
12/12/24	TRS	Email correspondence regarding temporary construction easement with BTI.	0.60
12/13/24	TRS	Telephone conferences with Craig Perry and Kevin Walsh regarding December 12th St. Cloud City Commission meeting and issues with mayor removing Tri-Party Agreement from consent agenda; telephone conferences with office of Dan Mantzaris (St. Cloud City Attorney) regarding same.	0.80
12/16/24	TRS	Multiple telephone conferences regarding issues with St. Cloud mayor on mobility fee credit agreement.	0.80
12/17/24	TRS	Telephone conferences regarding St. Cloud mayor issues.	0.60
12/18/24	CLC	Telephone call with Tom Sullivan re: St. Cloud land use issue and Mayor meeting.	0.20
12/18/24	TRS	Multiple telephone conferences regarding St. Cloud mayor issues; reviewing email correspondence regarding same.	1.10
12/19/24	TRS	Reviewing email correspondence regarding Kissimmee Park Road force main.	0.30
12/20/24	TRS	Conferences regarding mayor's objection to mobility fee credits and related matters.	0.70
12/20/24	TRS	Reviewing email correspondence regarding offsite force main issue.	0.30
12/20/24	TRS	Telephone conference with counsel for school district; reviewing December school district hearing details; telephone conferences with Craig Perry and Kevin Walsh regarding same.	1.30
12/30/24	TRS	Reviewing email correspondence from Joey Milan regarding school district issues; begin work on revisions to same.	0.80

Current Fees: $ 7,326.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	11.20	$ 7,168.00
Carmody, Chris L.	0.20	$ 158.00
	11.40	$ 7,326.00

Utilities: $ 2,752.00

Road and Drainage: $ 3,230.00

GRAYROBINSON

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

February 24, 2025
FILE # 29466 - 1

Invoice # 11274603
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 13,696.00
CURRENT DISBURSEMENTS:	$ 79.25
CURRENT BALANCE DUE:	**$ 13,775.25**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

01/06/25	TRS	Conferring with Craig Perry.	0.10
01/07/25	TRS	Telephone conference with Craig Perry and Kevin Walsh regarding response to action by School District; working on same; reviewing prior correspondence.	1.70
01/08/25	TRS	Conferring with Craig Perry and Kevin Walsh regarding St. Cloud strategy matters.	0.40
01/08/25	TRS	Finalizing correspondence to School Board; conferences regarding same.	1.10
01/14/25	TRS	Telephone conferences with Craig Perry regarding various portions of Tri-Party Agreement.	0.60
01/22/25	TRS	Conferring with Craig Perry regarding project matters.	0.30
01/22/25	TRS	Reviewing email correspondence regarding Kissimmee Park Road regarding force main matters.	0.20
01/23/25	TRS	Reviewing email correspondence regarding Kissimmee Park Road force main matters; additional correspondence regarding St. Cloud and Tri-Party Agreement.	0.80
01/23/25	TRS	Begin reviewing mobility fee ordinance in connection with Mayor raised issues.	1.70
01/24/25	TRS	Telephone conference with Craig Perry regarding project strategy matters.	0.30
01/24/25	TRS	Preparing email correspondence to Mayor Robertson requesting meeting on Tri-Party Agreement.	0.30
01/25/25	TRS	Email correspondence with Mayor Robertson; additional email correspondence with Craig Perry and Kevin Walsh.	0.30
01/26/25	TRS	Email correspondence with Craig Perry and Kevin Walsh regarding strategy for lobbying meetings.	0.20
01/27/25	TRS	Reviewing mobility fee credit ordinance and annexation agreement and related documentation in preparation for meeting with Mayor Robertson; telephone conference with Craig Perry and Kevin Walsh regarding project matters.	2.20
01/28/25	TRS	Preparing for and attending lengthy meeting with St. Cloud mayor at St. Cloud City Hall; conferences with Craig Perry and Kevin Walsh regarding project matters and strategy for approval.	5.50
01/29/25	TRS	Conferring with Kevin Walsh regarding Tri-Party Agreement; calls to office of City and County Attorneys regarding same; reviewing updated language following meeting with St. Cloud mayor.	1.10
01/29/25	TRS	Exchanging email correspondence with St. Cloud administration staff regarding meeting with council members.	0.40
01/29/25	TRS	Conferring with Craig Perry and Kevin Walsh; revising agreement and reviewing revisions by others to same.	0.80
01/30/25	TRS	Multiple telephone conferences regarding revisions to Tri-	1.90

		Party Agreement and various other project and political issues; email correspondence regarding same; reviewing revised language.	
01/31/25	TRS	Reviewing revised agreement language; conferring with project team regarding same; conferring with City Attorney regarding same.	1.10
01/31/25	TRS	Conferring with office of County Attorney regarding scheduling matters for Tri-Party Agreement.	0.40

Current Fees: $ 13,696.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	21.40	$ 13,696.00
	21.40	$ 13,696.00

Disbursements:

01/08/25	Express Mail	$ 15.60
01/08/25	Express Mail	$ 15.60
01/08/25	Express Mail	$ 15.60
01/08/25	Express Mail	$ 15.60
01/08/25	Express Mail	$ 15.60
01/08/25	Postage and Handling	$ 1.25

Current Disbursements: $ 79.25

Utilities: $ 640.00

Road and Drainage: $ 5,952.00

GRAYROBINSON

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

March 17, 2025
FILE # 29466 - 1

Invoice # 11279209
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 13,775.25
CURRENT FEES:	$ 17,249.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 17,249.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 31,024.25**

0139

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To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

02/03/25	TRS	Telephone conferences with City Attorney and County Attorney's office; telephone conferences with Kevin Walsh regarding timing for Tri-Party Agreement; reviewing proposed revisions to same.	0.80
02/04/25	TRS	Email correspondence regarding Tri-Party Agreement; conferring with County Attorney's office; conferring with City Attorney; conferring with Kevin Walsh and Craig Perry.	0.90
02/05/25	TRS	Email correspondence regarding Tri-Party Agreement.	0.40
02/06/25	TRS	Email correspondence regarding Tri-Party Development Agreement matters.	0.20
02/07/25	TRS	Email correspondence with City of St. Cloud regarding meetings with Council members; additional conferences regarding project matters.	0.60
02/10/25	TRS	Attending in-person meeting with Deputy Mayor Fletcher at St. Cloud City Hall; conferring with Kevin Walsh regarding strategy matters; conferring with City Manager.	1.80
02/10/25	TRS	Reviewing February 13th St. Cloud City Council agenda package; email correspondence regarding project matters.	0.80
02/11/25	TRS	Preparing for and attending in-person meeting with Council Member Gilbert at St. Cloud City Hall.	1.80
02/11/25	TRS	Preparing for and attending in-person meeting with Council Member Urban at St. Cloud City Hall.	1.70
02/12/25	TRS	Attending teams meeting with Council Member Paul; telephone conferences with City Manager, Craig Perry and Kevin Walsh; email correspondence regarding project matters.	1.90
02/13/25	TRS	Telephone conferences regarding strategy for St. Cloud City Council hearing; preparing for same.	1.80
02/13/25	TRS	Meeting with Craig Perry and Kevin Walsh; attending St. Cloud City Council hearing approving Tri-Party Development Agreement.	4.60
02/21/25	RFS	Call with Tom re: Osceola county commission meeting requests.	0.30
02/21/25	TRS	Telephone conferences regarding project matters and upcoming March 3rd Board of County Commissioners hearing; conferring with Kevin Walsh regarding same; conferring with Robert Stuart and Osceola staff in connection with same.	0.70
02/21/25	TRS	Reviewing email correspondence regarding Kissimmee Park Road force main and related matters.	0.40
02/24/25	RFS	Review of correspondence and discussion with Stella Keiner about meeting requests. Calls to commissioners Grier and Arrington re: upcoming meeting requests.	0.40
02/24/25	TRS	Reviewing email correspondence from TOHO and Kevin	0.80

		Walsh regarding comments from legal department of TOHO.	
02/25/25	RFS	Call with commissioner Ricky booth re: project.	0.30
02/25/25	TRS	Attending teams meeting with Commissioner Booth; telephone conferences with Kevin Walsh regarding project matters.	0.80
02/25/25	TRS	Reviewing email correspondence from Kevin Walsh with comments from TOHO to utility agreement; begin review and analysis of same.	1.10
02/26/25	RFS	Call with commissioner Viviana Janer re: project. Followup call to commissioner Arrington.	1.30
02/26/25	RFS	Call with commissioner Cheryl Grier re: project.	0.30
02/26/25	TRS	Preparing for and participating in teams meeting with Commissioner Janer; additional telephone conferences with Kevin Walsh regarding project matters and March 3rd Osceola County Board of County Commissioners meeting; attending teams meeting with Commissioner Grier.	1.40
02/28/25	TRS	Attending teams meeting with Commissioner Chaudhry; reviewing agenda package for March 3rd Board of County Commissioners meeting.	1.10

Current Fees: $ 17,249.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	23.60	$ 15,104.00
Stuart, Robert F.	2.60	$ 2,145.00
	26.20	$ 17,249.00

Utilities: $ 1,472.00

Road and Drainage: $ 4,416.00

GRAYROBINSON

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Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

April 18, 2025
FILE # 29466 - 1

Invoice # 11287085
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 2,880.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 2,880.00**

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Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

03/03/25	TRS	Preparing for and attending Osceola County Board of County Commissioners hearing with Kevin Walsh approving Tri-Party Agreement.	3.80
03/04/25	TRS	Email correspondence regarding Kissimmee Park Road force main matters.	0.20
03/21/25	TRS	Reviewing email correspondence regarding recordation of Tri-Party Agreement.	0.20
03/26/25	TRS	Reviewing email correspondence regarding dispute with School District.	0.30

Current Fees: $ 2,880.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	4.50	$ 2,880.00
	4.50	$ 2,880.00

Utilities: $ 128.00

Road and Drainage: $2,560.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

April 18, 2025
FILE # 29466 - 2

Invoice # 11287099
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 15,380.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 15,380.00**

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ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
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Professional Services:

07/24/24	TRS	Reviewing email correspondence regarding Edgewater force main; exchanging messages with Kevin Walsh.	0.30
07/24/24	TRS	Reviewing TOHO assessment methodology.	0.50
07/25/24	TRS	Telephone conference with Kevin Walsh; reviewing email correspondence regarding utility agreement.	0.40
10/14/24	TRS	Email correspondence regarding revised exhibits to TOHO and Developer's Services Agreements.	0.40
10/18/24	TRS	Reviewing email correspondence regarding comments to force main construction agreement.	0.30
10/25/24	TRS	Email correspondence regarding force main construction agreement.	0.30
10/29/24	TRS	Telephone conference with Kevin Walsh regarding Edgewater East construction agreement needed in advance of executing utility agreement; begin working on same.	0.80
10/30/24	TRS	Conferring with Kevin Walsh; working on temporary construction easement document; reviewing updated exhibits.	0.90
10/31/24	TRS	Conferring with Kevin Walsh regarding temporary construction easement; working on revisions to same; email correspondence regarding same.	1.50
12/06/24	TRS	Email correspondence regarding BTI easement revisions; reviewing same.	0.70
12/09/24	TRS	Attending teams meeting with Craig Perry and Kevin Walsh regarding BTI easement; review and analysis of revisions to same in comparison with prior versions.	1.30
12/09/24	TRS	Preparing revisions to temporary construction easement with BTI.	0.80
12/10/24	TRS	Reviewing email correspondence regarding TOHO agreement.	0.10
12/10/24	TRS	Email correspondence regarding temporary construction easement; conferring regarding same.	0.40
12/12/24	TRS	Email correspondence regarding temporary construction easement with BTI.	0.60
12/19/24	TRS	Reviewing email correspondence regarding Kissimmee Park Road force main.	0.30
12/20/24	TRS	Reviewing email correspondence regarding off site force main issue.	0.30
02/24/25	TRS	Reviewing email correspondence from TOHO and Kevin Walsh regarding comments from legal department of TOHO.	0.80
02/25/25	TRS	Reviewing email correspondence from Kevin Walsh with comments from TOHO to utility agreement; begin review and analysis of same.	1.10
03/03/25	TRS	Conferring with Kevin Walsh regarding utility agreement	2.40

		matters; reviewing comments from TWA; working on revisions to same.	
03/04/25	TRS	Continued review of utility agreement matters.	1.30
03/06/25	TRS	Conferring regarding utility agreement matters.	0.60
03/06/25	TRS	Working on TOHO utility agreement matters; conferring with Kevin Walsh regarding same.	1.50
03/07/25	TRS	Conference call with Craig Perry and Kevin Walsh regarding TOHO agreement; reviewing and revising same.	1.80
03/11/25	TRS	Reviewing utility agreement matters and various provisions; conferences regarding same.	1.10
03/12/25	TRS	Reviewing email correspondence regarding redline of utility agreement; reviewing exhibits to same.	1.10
03/14/25	TRS	Reviewing utility agreement matters and various provisions; conferences regarding same.	0.90
03/18/25	TRS	Reviewing TOHO agreement issues and conferring regarding same.	0.80
03/26/25	TRS	Reviewing TOHO agreement issues and conferring regarding same.	0.90

Current Fees: $ 15,380.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	24.20	$ 15,380.00
	24.20	$ 15,380.00

Utilities: $ 15,380.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

May 13, 2025
FILE # 29466 - 2

Invoice # 11292855
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 7,936.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 7,936.00**

0139

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To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

04/02/25	TRS	Conferring with Craig Perry regarding utility agreement matters.	0.20
04/09/25	TRS	Conferring with Craig Perry regarding utility agreement matters.	0.20
04/15/25	TRS	Exchanging email correspondence with Kevin Walsh regarding utility agreement.	0.20
04/21/25	TRS	Reviewing last draft of utility agreement in connection with discussing same.	0.50
04/22/25	TRS	Telephone conference with Kevin Walsh regarding utility agreement matters.	0.40
04/23/25	TRS	Preparing for and attending meeting with Kevin Walsh and Craig Perry regarding utility agreement and revisions needed to same; begin working on same.	2.60
04/24/25	TRS	Working on revisions to utility agreement.	1.30
04/25/25	TRS	Working on extensive revisions to utility agreement.	1.60
04/28/25	TRS	Working on numerous revisions to utility agreement; preparing email correspondence regarding same.	2.80
04/29/25	TRS	Conferring with Kevin Walsh; email correspondence regarding utility agreement.	0.30
04/29/25	TRS	Initial review of cost share exhibits to agreement.	0.50
04/30/25	TRS	Conferring with Kevin Walsh regarding numerous revisions to utility agreement; working on same.	1.80

Current Fees: $ 7,936.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	12.40	$ 7,936.00
	12.40	$ 7,936.00

Utilities: $ 7,936.00

GRAYROBINSON

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Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

June 13, 2025
FILE # 29466 - 2

Invoice # 11299332
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 7,808.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 7,808.00**

0139

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PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

05/01/25	TRS	Working on numerous revisions to utility agreement.	1.10
05/01/25	TRS	Reviewing recent Kissimmee Park Road utility agreement to mirror provisions in same.	0.90
05/02/25	TRS	Conferring with Kevin Walsh regarding utility project.	0.10
05/02/25	TRS	Preparing numerous revisions to utility agreement; preparing email correspondence to project team regarding same.	2.90
05/04/25	TRS	Reviewing email correspondence regarding discussing Kissimmee Park Road utility agreement.	0.20
05/05/25	TRS	Reviewing utility agreement and exhibits; attending teams meeting regarding same; reviewing email correspondence from Craig Perry regarding same.	1.80
05/06/25	TRS	Brief telephone conference with Kevin Walsh regarding utility agreement matters.	0.10
05/20/25	TRS	Multiple telephone conferences regarding utility agreement matters.	0.40
05/21/25	TRS	Reviewing revisions to utility agreement; attending teams meeting with project team regarding same; preparing detailed transmittal email to counsel for TOHO.	2.70
05/22/25	TRS	Reviewing agreement; conferring regarding same; preparing special redline document in connection with same.	1.30
05/30/25	TRS	Reviewing draft utility agreement; exchanging email correspondence with counsel for TOHO regarding same.	0.70

Current Fees: $ 7,808.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	12.20	$ 7,808.00
	12.20	$ 7,808.00

Utilities: $ 7,808.00

GRAYROBINSON

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Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

July 7, 2025
FILE # 29466 - 2

Invoice # 11303078
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	$ 7,808.00
CURRENT FEES:	$ 11,840.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	$ 11,840.00
TOTAL BALANCE DUE: (Prior balance included)	**$ 19,648.00**

0139

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Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

06/04/25	TRS	Telephone conference with Kevin Walsh regarding TOHO's delayed review of agreement and efforts to expedite same.	0.20
06/06/25	TRS	Conferring with counsel for TOHO; exchanging email correspondence regarding status of review of agreement.	0.60
06/11/25	TRS	Exchanging email correspondence with project team regarding exhibits previously provided and remaining exhibits to be completed.	0.60
06/13/25	TRS	Reviewing email correspondence from Kevin Walsh regarding comments from TOHO's counsel; reviewing response from TOHO's counsel in connection with various portions of utility agreement.	1.30
06/17/25	TRS	Attending Teams meeting with project team regarding changes needed to bifurcate Agreement; begin working on revisions to same.	2.80
06/19/25	TRS	Finalizing revisions to new Phase 1 utility agreement; exchanging email correspondence with project team regarding same.	2.30
06/20/25	TRS	Exchanging email correspondence with Craig Perry and Kevin Walsh regarding comments to Phase 1 agreement; preparing revisions based upon comments.	0.80
06/22/25	TRS	Reviewing email correspondence from Kevin Walsh regarding comments to Phase 1 agreement; begin working on edits to same.	0.60
06/23/25	TRS	Preparing for and attending Teams meeting regarding Phase 1 agreement; preparing edits and redline for same; exchanging email correspondence with counsel for TOHO regarding same.	2.20
06/24/25	TRS	Working on Phase 2 agreement; reviewing Phase 1 agreement in connection with TOHO meeting on same.	1.80
06/25/25	TRS	Reviewing Phase 1 agreement and exhibits in preparation for Teams meeting; attending Teams meeting with project team and TOHO.	1.80
06/26/25	TRS	Reviewing email correspondence from Craig Perry regarding updates to Phase 1 agreement.	0.20
06/27/25	TRS	Working on Phase 2 agreement; reviewing documentation related to same.	1.40
06/30/25	TRS	Continued work on Phase 2 agreement; exchanging email correspondence with Justin O'Brian regarding same.	1.90

Current Fees: $ 11,840.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	18.50	$ 11,840.00
	18.50	$ 11,840.00

Utilities: $ 11,840.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

August 4, 2025
FILE # 29466 - 2

Invoice # 11310427
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 11,072.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 11,072.00**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT
To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

07/01/25	TRS	Finalizing draft Phase 2 Agreement and emailing same to project team; reviewing email correspondence from Justin O'Brien regarding same.	1.80
07/07/25	TRS	Telephone conference with Kevin Walsh and Craig Perry regarding TOHO.	0.30
07/07/25	TRS	Exchanging email correspondence with TOHO's counsel regarding utility agreement.	0.20
07/08/25	TRS	Telephone conferences with counsel for TOHO; telephone conferences with Kevin Walsh regarding agreements and outstanding items to be addressed in same.	0.80
07/09/25	TRS	Email correspondence regarding response from TOHO's counsel on time frame to turn comments to agreement and place agreement on August agenda; conferring with office of TOHO's counsel in connection with same.	0.40
07/10/25	TRS	Telephone conference with Kevin Walsh regarding project matters; telephone conference with office of Roberta Alfonso regarding status of agreement.	0.70
07/10/25	TRS	Exchanging email correspondence with Justin O'Brien regarding questions on utility agreement.	0.40
07/11/25	TRS	Exchanging email correspondence regarding TOHO utility agreements.	0.40
07/12/25	TRS	Reviewing email correspondence from Craig Perry and Kevin Walsh; reviewing revisions by Craig Perry to Phase 1 Agreement.	0.80
07/13/25	TRS	Exchanging email correspondence regarding Phase 1 and Phase 2 Agreements; providing comments to Metro in connection with same.	0.40
07/14/25	TRS	Attending TEAMS meeting with Craig Perry and Kevin Walsh regarding outstanding issues and strategy for discussion with TOHO; attending TEAMS meeting with project team and TOHO regarding finalizing Phase 1 Agreement; additional conferences regarding same; email correspondence regarding same; preparing updated language in connection with portions of same.	2.70
07/15/25	TRS	Email correspondence regarding finalizing Phase 1 agreement; reviewing updated exhibits to same.	0.50
07/16/25	TRS	Attending TEAMS meeting regarding final edits to Kissimmee Park Road Agreement; reviewing email correspondence regarding same; reviewing revised language in connection with same; preparing revised language in connection with same.	1.30
07/16/25	TRS	Reviewing comments from Justin O'Brien and begin working on revisions to Phase 2 Agreement.	0.80
07/17/25	TRS	Email correspondence regarding exhibits and figures referenced in same.	0.40

07/18/25	TRS	Email correspondence regarding updated exhibits to Phase 1 Agreement.	0.50
07/24/25	TRS	Reviewing email correspondence from Craig Perry with latest revisions to final Phase 1 Agreement; reviewing same.	0.70
07/25/25	TRS	Working on initial revisions to Phase 2 Agreement.	0.90
07/30/25	TRS	Working on Phase 2 Agreement.	1.50
07/31/25	TRS	Working on Phase 2 Agreement.	1.80

Current Fees: $ 11,072.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	17.30	$ 11,072.00
	17.30	$ 11,072.00

Utilities: $ 11,072.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

September 10, 2025
FILE # 29466 - 2

Invoice # 11317451
Re: Kissimmee Park Road Utility Agreement

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 1,216.00
CURRENT DISBURSEMENTS:	$ 0.00
CURRENT BALANCE DUE:	**$ 1,216.00**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT

To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

08/07/25	TRS	Telephone conference with Craig Perry regarding changes being requested by Metro to TOHO agreement; review and analysis of same; preparing email correspondence regarding suggested revisions to same.	1.10
08/08/25	TRS	Reviewing email correspondence regarding final version of TOHO agreement.	0.30
08/19/25	TRS	Obtaining and reviewing TOHO agenda for August 20th meeting; exchanging email correspondence with Craig Perry and Kevin Walsh regarding same.	0.30
08/20/25	TRS	Exchanging email correspondence regarding approval of Phase I utility agreement by TOHO.	0.20

Current Fees: $ 1,216.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	1.90	$ 1,216.00
	1.90	$ 1,216.00

Utilities: $ 1,216.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Whaley Farms, LLC
15481 SW 12th Street, Suite 309
Sunrise, FL 33326

July 10, 2024
FILE # 29466 - 1

Invoice # 11229183
Re: Lake Toho Land Use Matters

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	$ 10,728.00
CURRENT DISBURSEMENTS:	$ 12.89
CURRENT BALANCE DUE:	**$ 10,740.89**

0139

CLIENT COPY

PAYMENT IS DUE UPON RECEIPT

To ensure timely allocation to amounts due, please wire payment to:

Wells Fargo Bank, NA
ACH Routing #063107513
WIRE Routing #121000248
GrayRobinson, P.A. Operating Account
Account #2699400205474
Please reference your File or Invoice Number.

Professional Services:

06/02/24	TRS	REVIEWING EMAIL CORRESPONDENCE FROM CRAIG PERRY WITH UPDATED TRI-PARTY AGREEMENT; BEGIN REVIEW OF VARIOUS REVISIONS TO SAME.	0.80
06/04/24	TRS	PREPARING FOR AND ATTENDING MEETING WITH CRAIG PERRY AND KEVIN WALSH REGARDING TRANSPORTATION AGREEMENT; WORKING ON SAME.	2.30
06/04/24	TRS	CONFERENCES REGARDING OSCEOLA SCHOOL AGREEMENT AMENDMENT AND REVISIONS TO SAME.	0.40
06/05/24	TRS	ATTENDING CONFERENCE CALL WITH CRAIG PERRY AND KEVIN WALSH REGARDING COMMENTS TO TRI-PARTY AGREEMENT; BEGIN WORK ON REVISIONS TO SAME.	1.30
06/06/24	TRS	EXCHANGING EMAIL CORRESPONDENCE WITH SCHOOL BOARD REGARDING CORRECT VERSION OF SECOND AMENDMENT TO PLACE ON SCHOOL BOARD AGENDA.	0.20
06/06/24	TRS	FINALIZING REVISIONS TO TRI-PARTY AGREEMENT; PREPARING EMAIL CORRESPONDENCE TO CRAIG PERRY AND KEVIN WALSH REGARDING SAME.	1.90
06/06/24	TRS	EMAIL CORRESPONDENCE REGARDING FINAL WORD VERSION OF WATERLINE.	0.40
06/11/24	TRS	NUMEROUS TELEPHONE CONFERENCES REGARDING POSITION OF SCHOOL BOARD; REVIEWING MULTIPLE EMAIL MESSAGES REGARDING PROPOSED REVISIONS TO SECOND AMENDMENT TO SCHOOL AGREEMENT; REVIEWING UNDERLYING SCHOOL AGREEMENT AND RELATED DOCUMENTATION.	1.80
06/12/24	TRS	NUMEROUS CONFERENCES REGARDING SCHOOL BOARD ISSUES; PREPARING DETAILED EMAIL CORRESPONDENCE SUMMARIZING SAME FOR DISCUSSION WITH JEFF BANKOWITZ; TELEPHONE CONFERENCES WITH CRAIG PERRY.	1.70
06/13/24	JB	RECEIVING SCHOOL BOARD AGREEMENT AND AMENDMENTS; REVIEWING CORRESPONDENCE RELATING TO SAME.	1.40
06/14/24	JB	REVIEWING CONTRACT, AMENDMENT AND CORRESPONDENCE REGARDING CONTRACT MATTERS AND TERMINATION; CONFERRING WITH TOM SULLIVAN AND CLIENT REGARDING SAME.	1.40
06/14/24	TRS	MULTIPLE TELEPHONE CONFERENCES REGARDING SCHOOL AGREEMENT ISSUES WITH	0.70

		CRAIG PERRY AND JEFF BANKOWITZ.	
06/17/24	TRS	EMAIL CORRESPONDENCE REGARDING SCHOOL BOARD ISSUES.	0.40
06/17/24	JB	EXCHANGING EMAILS WITH TOM REGARDING TITLE UNDERWRITING REVIEW OF SCHOOL AGREEMENT.	0.30
06/20/24	TRS	EMAIL CORRESPONDENCE WITH KEVIN WALSH REGARDING TRI-PARTY AGREEMENT QUESTIONS.	0.40
06/21/24	TRS	CONFERRING REGARDING EXHIBITS TO TRI-PARTY AGREEMENT.	0.40
06/25/24	TRS	CONFERRING WITH KEVIN WALSH AND CRAIG PERRY.	0.30
06/25/24	TRS	REVIEWING EXHIBITS FROM KEVIN WALSH; REVIEWING TRI-PARTY AGREEMENT.	1.30
06/27/24	TRS	FURTHER REVIEW AND UPDATING TRI-PARTY AGREEMENT; ADDITIONAL EMAIL CORRESPONDENCE WITH KEVIN WALSH REGARDING REDLINED CHANGES TO SAME.	1.10
06/27/24	TRS	EMAIL CORRESPONDENCE WITH CRAIG PERRY REGARDING TITLE UNDERWRITER AND SCHOOL AGREEMENT.	0.20
06/28/24	TRS	REVIEWING TRI-PARTY AGREEMENT; EMAIL CORRESPONDENCE AND ASSOCIATED SUBMITTAL.	0.80
06/28/24	TRS	TELEPHONE CONFERENCES WITH KEVIN WALSH; REVIEWING EXHIBITS TO AGREEMENT.	0.40

Current Fees: $ 10,728.00

NAME	HOURS	AMOUNT
Sullivan, Thomas R	16.80	$ 9,240.00
Bankowitz, Jeffrey	3.10	$ 1,488.00
	19.90	$ 10,728.00

Disbursements:

06/06/24	Express Mail	$ 12.89

Current Disbursements: $ 12.89

Road and Drainage: $ 4,840.00

KUTAKROCK

Kutak Rock LLP
107 West College Avenue, Tallahassee, FL 32301-7707
office 850.692.7300

Jere L. Earlywine
850.528.6152
jere.earlywine@kutakrock.com

October 1, 2025

Via Electronic Mail
George Flint
Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801
gflint@gmscfl.com

Re: Bella Tara Community Development District
Cost Share Agreements

Dear George,

We are writing in connection with the various interlocal agreements relating to the construction of Lake Toho Road and Kissimmee Park Road right-of-way and utilities improvements, and specifically to provide a break-out of our attorney's fees to date and related to that work, which break-out can be used for any cost sharing under these agreements.[1] We have divided our fees into two categories: (1) fees related to preparing the interlocal with the Kissimmee Park Road CDD (and the applicable developers), and (2) fees related to the construction contract for the master right-of-way and utilities improvements contemplated under the interlocals.

Going forward (after our September bill), and for your convenience, our bills will have separate matters related to each of these categories. We will also further break-out contract work related to the Toho-related utilities if that would be helpful (but presently all of the entries to date include all of the master right-of-way and utilities work and also relate to the Toho-related utilities). If you have any questions, please contact me at (850) 528-6152 or at Jere.Earlywine@Kutakrock.com. Thanks so much for the opportunity to be of service!

Sincerely,

Jere L. Earlywine

cc: Chairperson

[1]The interlocal agreements include the following: *Utility Construction Cost Sharing Agreement Kissimmee Park Road,* with Toho Water Authority (among others), and dated August 20, 2025; *Force Main Construction Agreement Kissimmee Park Road*, with Toho Water Authority (among others), and dated December 18, 2024; *Bella Tara Tri-Party Development Agreement*, with the County and City (among others), and dated March 2025; *Interlocal Agreement Lake Toho Road and Kissimmee Park Road Expansion,* between Bella Tara CDD and Kissimmee Park Road CDD (among others), and dated February 2024 (as later amended).

KUTAK ROCK ENTRIES APPLICABLE TO INTERLOCAL AGREEMENT

(*Interlocal Agreement Lake Toho Road and Kissimmee Park Road Expansion,* between Bella Tara CDD and Kissimmee Park Road CDD (among others), and dated February 2024 (as later amended))

08/24/24	J. Earlywine	0.20	64.00	Review changes to interlocal; follow-up email
10/25/24	J. Earlywine	0.50	160.00	Confer with Perry regarding interlocal agreement; follow-up with Eckert regarding same
11/13/24	J. Earlywine	1.50	480.00	Review and revise interlocal agreement; review revised agreement; email regarding same
12/10/24	J. Earlywine	0.80	256.00	Confer with Perry regarding comments on interlocal; revise same; email regarding same
01/13/25	J. Earlywine	0.90	297.00	Confer with Perry regarding interlocal; review and revise same
01/14/25	J. Earlywine	0.50	165.00	Conference call regarding interlocal
01/16/25	J. Earlywine	1.20	396.00	Review and revise interlocal agreement; email and phone call regarding same
01/19/25	J. Earlywine	0.50	165.00	Review and revise interlocal agreement; [illegible]
01/21/25	J. Earlywine	0.50	165.00	Conference call regarding interlocal and related items;
01/22/25	J. Earlywine	.60	198.00	confer with Perry regarding interlocal; review revisions and further edit interlocal
01/23/25	J. Earlywine	0.20	66.00	Review and revise interlocal agreement; email regarding same
02/21/25	J. Earlywine	0.30	99.00	Prepare redline and review changes to interlocal; email regarding same; email Gang regarding same

04/10/25	J. Earlywine	0.40	132.00	prepare first amendment to interlocal; email regarding same
04/11/25	J. Earlywine	0.20	66.00	Email regarding amendment to interlocal
04/11/25	K. Ibarra	0.30	66.00	Research executed copy of interlocal agreement
04/15/25	J. Earlywine	0.20	66.00	Review and finalize first amendment to interlocal; email regarding same
04/15/25	K. Ibarra	0.70	154.00	Prepare and record interlocal agreement; review recorded copy of same
05/17/25	J. Earlywine	0.20	66.00	Review status of first amendment to interlocal; email regarding same
05/22/25	J. Earlywine	0.20	66.00	Confer with Board Supervisor regarding interlocal changes
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
06/18/25	K. Ibarra	0.10	22.00	Record first amendment to interlocal agreement
06/23/25	K. Ibarra	0.30	66.00	Review recorded first amendment to interlocal agreement; correspondence with district manager regarding same
08/13/25	J. Earlywine	0.30	99.00	Confer with Perry regarding side letter for interlocal agreement; review letter; email regarding same

Total Cost: $4,197

Road and Drainage: $ 4,197.00

KUTAK ROCK ENTRIES APPLICABLE TO MASTER ROADS AND UTILITIES CONTRACT

11/17/24	J. Earlywine	0.50	160.00	Review force main construction agreement; email regarding same
11/21/24	J. Earlywine	0.20	64.00	Review change to utility agreement; email regarding same
11/22/24	J. Earlywine	0.20	64.00	Email regarding utilities agreement; review same
01/24/25	K. Ibarra	0.20	44.00	Research recorded forcemain construction agreement
08/06/25	J. Earlywine	0.50	165.00	Conference call regarding assignment and acquisitions; follow-up; review prior documents
08/06/25	K. Ibarra	0.30	66.00	Attend conference call regarding assignment of construction contract; potential acquisitions and requisition
08/20/25	A. Ligas	0.30	79.50	Conference with developer regarding assignment of contractor agreement and requisitions
08/25/25	J. Earlywine	0.50	165.00	Conference call regarding contract assignments and acquisitions
08/29/25	J. Earlywine	0.20	66.00	Email regarding utility item

Total cost: $873.50

Utilities: $ 873.50

DEC 4, 2025

Bella Tara Community Development District
c/o District Manager
Governmental Management Services
219 E. Livingston Street
Orlando, Florida 32801

Re: Letter Agreement for Acquisition of Work Product

Dear District Manager,

Pursuant to that certain *Amended and Restated Acquisition Agreement,* dated August 21, 2025 (**"Acquisition Agreement"**), by and between the Bella Tara Community Development District (**"District"**) and Whaley Farms, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Work Product**" as described in **Exhibit A** attached hereto. As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Work Product. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

Name: ERNESTO MITSUMASU
Title: CHAIRMAN

Sincerely,

WHALEY FARMS, LLC

Name: CRAIG PERRY
Title: MANAGER

EXHIBIT A
Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Hanson Walter & Associates, Inc	5/24/2024	5290905	Engineering Fees	$34,410.00	**$13,136.67**	**$21,273.33**	$0.00
Hanson Walter & Associates, Inc	7/9/2024	5291330	Engineering Fees	$39,025.00	**$23,008.33**	**$16,016.67**	$1,000.00
Hanson Walter & Associates, Inc	7/23/2024	5291515	Engineering Fees	$80,215.00	**$10,205.00**	**$70,010.00**	$0.00
Hanson Walter & Associates, Inc	8/22/2024	5291783	Engineering Fees	$31,335.00	**$8,478.33**	**$22,856.67**	$0.00
Hanson Walter & Associates, Inc	9/5/2024	5291860	Engineering Fees	$25,590.00	**$8,463.33**	**$17,126.67**	$0.00
Hanson Walter & Associates, Inc	10/30/2024	5292297	Engineering Fees	$21,001.00	**$2,333.67**	**$18,667.33**	$0.00
Hanson Walter & Associates, Inc	11/27/2025	5292576	Engineering Fees	$9,000.00	**$1,000.00**	**$8,000.00**	$0.00
Hanson Walter & Associates, Inc	12/11/2024	5292717	Engineering Fees	$1,265.00	**$421.67**	**$843.33**	$0.00
Hanson Walter & Associates, Inc	3/11/2025	5293360	Engineering Fees	$9,330.00	**$2,676.67**	**$6,653.33**	$0.00
Hanson Walter & Associates, Inc	3/27/2025	5293549	Engineering Fees	$9,501.10	**$3,367.04**	**$6,134.06**	$0.73
Hanson Walter & Associates, Inc	5/14/2025	5293884	Engineering Fees	$97,447.19	**$24,273.65**	**$73,173.54**	$0.00
Hanson Walter & Associates, Inc	7/14/2025	5294337	Engineering Fees	$38,250.60	**$12,900.20**	**$25,350.40**	$0.00
Hanson Walter & Associates, Inc	7/29/2025	5294473	Engineering Fees	$15,001.20	**$5,367.07**	**$9,634.13**	$0.00
Hanson Walter & Associates, Inc	8/27/2025	5294658	Engineering Fees	$9,332.80	**$2,577.60**	**$6,755.20**	$0.00
Hanson Walter & Associates, Inc	9/30/2025	5294835	Engineering Fees	$19,450.70	**$6,100.23**	**$13,350.47**	$0.00
Hanson Walter & Associates, Inc	10/29/2025	5295030	Engineering Fees	$1,660.79	**$47.56**	**$1,613.23**	$0.00
Hanson Walter & Associates, Inc	8/27/2025	5294663	Engineering Fees	$1,518.13	**$0.00**	**$1,518.13**	$0.00
J&L Triple B Ranch, LLLP	10/15/2025	100311	Gopher Tortoise	$10,000.00	**$0.00**	**$10,000.00**	$0.00
Florida Wildlife Commission	9/15/2025	25204198	Gopher Tortoise	$275.00	**$0.00**	**$275.00**	$0.00
South Florida Water Management District	1/7/2025	163048	ERP Review	$7,500.00	**$0.00**	**$7,500.00**	$0.00
Mitigation Marketing	7/10/2025		UMAM Credits	$75,500.00	**$0.00**	**$75,500.00**	$0.00
Osceola County	10/01/2025		NOC	$99.25	**$0.00**	**$99.25**	$0.00
Smith, Currie & Hancock	7/31/2025	413817	Legal Fees	$585.00	**$0.00**	**$585.00**	$0.00
Smith, Currie & Hancock	8/31/2025	414878	Legal Fees	$8,307.00	**$0.00**	**$8,307.00**	$0.00
Water Resource Associates, LLC	7/9/2024	24-2514.1	Engineering Fees	$793.75	**$0.00**	**$793.75**	$0.00
Water Resource Associates, LLC	9/13/2024	24-2514.2	Engineering Fees	$11,250.00	**$0.00**	**$11,250.00**	$0.00
Water Resource Associates, LLC	1/22/2025	25-2514.1	Engineering Fees	$2,781.25	**$0.00**	**$2,781.25**	$0.00
Water Resource Associates, LLC	3/14/2025	25-2514.2	Engineering Fees	$6,523.34	**$0.00**	**$6,523.34**	$0.00
Water Resource Associates, LLC	6/3/2025	25-2514.3	Engineering Fees	$1,065.25	**$0.00**	**$1,065.25**	$0.00

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Water Resource Associates, LLC	6/10/2025	25-2514.4	Engineering Fees	$2,959.50	**$0.00**	**$2,959.50**	$0.00
Water Resource Associates, LLC	7/25/2025	25-2514.5	Engineering Fees	$1,410.00	**$0.00**	**$1,410.00**	$0.00
Water Resource Associates, LLC	08/22/25	25-2514.6	Engineering Fees	$12,518.75	**$0.00**	**$12,518.75**	$0.00
Water Resource Associates, LLC	10/15/2025	25-2514.7	Engineering Fees	$6,642.80	**$0.00**	**$6,642.80**	$0.00
Gray Robinson	4/11/2024	11210190	Legal Fees - Land Use Matters	$6,710.00	**$330.00**	**$330.00**	$6,050.00
Gray Robinson	5/17/2024	11218138	Legal Fees-Land Use Matters	$11,660.00	**$0.00**	**$8,415.00**	$3,245.00
Gray Robinson	6/10/2024	11221591	Legal Fees -Land Use Matters	$15,627.72	**$1,540.00**	**$12,045.00**	$2,042.72
Gray Robinson	7/10/2024	11229183	Prof. Svcs Land Use Matters.	$10,740.89	**$0.00**	**$4,840.00**	$5,900.89
Gray Robinson	8/3/2024	11233960	Prof. Svcs Land Use Matters.	$3,491.00	**$825.00**	**$1,265.00**	$1,401.00
Gray Robinson	9/18/2024	11243815	Prof. Svcs Land Use Matters .	$2,944.00	**$2,432.00**	**$320.00**	$192.00
Gray Robinson	9/18/2024	11243826	Kissimmee Pk Road Utility Agree	$6,976.00	**$6,976.00**	**$0.00**	$0.00
Gray Robinson	10/15/2024	11249028	Prof. Svcs. Land Use Matters.	$3,776.00	**$2,944.00**	**$832.00**	$0.00
Gray Robinson	10/15/2024	11249044	Kissimmee Pk Road Utility Agree	$9,408.00	**$9,408.00**	**$0.00**	$0.00
Gray Robinson	11/7/2024	11253045	Prof. Svcs Land Use Matters.	$6,730.00	**$3,520.00**	**$512.00**	$2,698.00
Gray Robinson	12/11/2024	11259460	Prof. Svcs Land Use Matters.	$2,880.00	**$576.00**	**$1,088.00**	$1,216.00
Gray Robinson	1/17/2025	11267393	Prof. Svcs Land Use Matters.	$7,326.00	**$2,752.00**	**$3,230.00**	$1,344.00
Gray Robinson	2/24/2025	11274603	Prof. Svcs Land Use Matters.	$13,696.00	**$640.00**	**$5,952.00**	$7,104.00
Gray Robinson	3/17/2025	11279209	Prof. Svcs Land Use Matters.	$17,249.00	**$1,472.00**	**$4,416.00**	$11,361.00
Gray Robinson	4/18/2025	11287085	Prof. Svcs Land Use Matters.	$2,880.00	**$128.00**	**$2,560.00**	$192.00
Gray Robinson	4/18/2025	11287099	Kissimmee Pk Road Utility Agree	$15,380.00	**$15,380.00**	**$0.00**	$0.00
Gray Robinson	5/13/2025	11292855	Kissimmee Pk Road Utility Agree	$7,936.00	**$7,936.00**	**$0.00**	$0.00
Gray Robinson	6/13/2025	11299332	Kissimmee Pk Road Utility Agree	$7,808.00	**$7,808.00**	**$0.00**	$0.00
Gray Robinson	7/7/2025	11303078	Kissimmee Pk Road Utility Agree	$11,840.00	**$11,840.00**	**$0.00**	$0.00
Gray Robinson	8/4/2025	11310427	Kissimmee Pk Road Utility Agree	$11,072.00	**$11,072.00**	**$0.00**	$0.00
Gray Robinson	9/10/2025	11317451	Kissimmee Pk Road Utility Agree	$1,216.00	**$1,216.00**	**$0.00**	$0.00
Kutak Rock, LLP	10/1/2025		Utility Agreement	$5,070.50	**$873.50**	**$4,197.00**	$0.00
TOTALS:				**$773,961.51**	**$214,025.52**	**$517,189.38**	**$43,747.34**

CORPORATE DECLARATION AND AGREEMENT
[WORK PRODUCT]

I, CRAIG PERRY, as MANAGER of Whaley Farms, LLC, a Florida limited liability company ("**Developer**"), do hereby state as follows:

1. Developer is the developer of certain lands within the Bella Tara Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").

2. The *Master Engineer's Report* dated June 27, 2023 ("**Master Engineer's Report**"), as supplemented by a report entitled *First Supplemental Engineer's Report 2025 Project (Master Infrastructure Project and Assessment Area One Project)* dated April 2025 (collectively, **Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.

3. Developer has expended funds to develop and/or acquire certain of the public infrastructure work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain work product that has been completed to date and states the amounts that Developer has spent on that work product. Developer hereby represents that no amounts are owed to contractors and no liens are on the property and related to the installation and/or creation of the work product.

4. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 4TH day of DECEMBER, 2025.

WHALEY FARMS, LLC

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 4 day of December, 2025, by Craig Perry as Manager of Whaley Farms, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Notary Public State of Florida
Katherine Asencio Gomez
My Commission
HH 280738
Exp. 6/26/2026

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

Exhibit A – Description of Work Product

EXHIBIT A
Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Hanson Walter & Associates, Inc	5/24/2024	5290905	Engineering Fees	$34,410.00	**$13,136.67**	**$21,273.33**	$0.00
Hanson Walter & Associates, Inc	7/9/2024	5291330	Engineering Fees	$39,025.00	**$23,008.33**	**$16,016.67**	$1,000.00
Hanson Walter & Associates, Inc	7/23/2024	5291515	Engineering Fees	$80,215.00	**$10,205.00**	**$70,010.00**	$0.00
Hanson Walter & Associates, Inc	8/22/2024	5291783	Engineering Fees	$31,335.00	**$8,478.33**	**$22,856.67**	$0.00
Hanson Walter & Associates, Inc	9/5/2024	5291860	Engineering Fees	$25,590.00	**$8,463.33**	**$17,126.67**	$0.00
Hanson Walter & Associates, Inc	10/30/2024	5292297	Engineering Fees	$21,001.00	**$2,333.67**	**$18,667.33**	$0.00
Hanson Walter & Associates, Inc	11/27/2025	5292576	Engineering Fees	$9,000.00	**$1,000.00**	**$8,000.00**	$0.00
Hanson Walter & Associates, Inc	12/11/2024	5292717	Engineering Fees	$1,265.00	**$421.67**	**$843.33**	$0.00
Hanson Walter & Associates, Inc	3/11/2025	5293360	Engineering Fees	$9,330.00	**$2,676.67**	**$6,653.33**	$0.00
Hanson Walter & Associates, Inc	3/27/2025	5293549	Engineering Fees	$9,501.10	**$3,367.04**	**$6,134.06**	$0.73
Hanson Walter & Associates, Inc	5/14/2025	5293884	Engineering Fees	$97,447.19	**$24,273.65**	**$73,173.54**	$0.00
Hanson Walter & Associates, Inc	7/14/2025	5294337	Engineering Fees	$38,250.60	**$12,900.20**	**$25,350.40**	$0.00
Hanson Walter & Associates, Inc	7/29/2025	5294473	Engineering Fees	$15,001.20	**$5,367.07**	**$9,634.13**	$0.00
Hanson Walter & Associates, Inc	8/27/2025	5294658	Engineering Fees	$9,332.80	**$2,577.60**	**$6,755.20**	$0.00
Hanson Walter & Associates, Inc	9/30/2025	5294835	Engineering Fees	$19,450.70	**$6,100.23**	**$13,350.47**	$0.00
Hanson Walter & Associates, Inc	10/29/2025	5295030	Engineering Fees	$1,660.79	**$47.56**	**$1,613.23**	$0.00
Hanson Walter & Associates, Inc	8/27/2025	5294663	Engineering Fees	$1,518.13	**$0.00**	**$1,518.13**	$0.00
J&L Triple B Ranch, LLLP	10/15/2025	100311	Gopher Tortoise	$10,000.00	**$0.00**	**$10,000.00**	$0.00
Florida Wildlife Commission	9/15/2025	25204198	Gopher Tortoise	$275.00	**$0.00**	**$275.00**	$0.00
South Florida Water Management District	1/7/2025	163048	ERP Review	$7,500.00	**$0.00**	**$7,500.00**	$0.00
Mitigation Marketing	7/10/2025		UMAM Credits	$75,500.00	**$0.00**	**$75,500.00**	$0.00
Osceola County	10/01/2025		NOC	$99.25	**$0.00**	**$99.25**	$0.00
Smith, Currie & Hancock	7/31/2025	413817	Legal Fees	$585.00	**$0.00**	**$585.00**	$0.00
Smith, Currie & Hancock	8/31/2025	414878	Legal Fees	$8,307.00	**$0.00**	**$8,307.00**	$0.00
Water Resource Associates, LLC	7/9/2024	24-2514.1	Engineering Fees	$793.75	**$0.00**	**$793.75**	$0.00
Water Resource Associates, LLC	9/13/2024	24-2514.2	Engineering Fees	$11,250.00	**$0.00**	**$11,250.00**	$0.00
Water Resource Associates, LLC	1/22/2025	25-2514.1	Engineering Fees	$2,781.25	**$0.00**	**$2,781.25**	$0.00
Water Resource Associates, LLC	3/14/2025	25-2514.2	Engineering Fees	$6,523.34	**$0.00**	**$6,523.34**	$0.00
Water Resource Associates, LLC	6/3/2025	25-2514.3	Engineering Fees	$1,065.25	**$0.00**	**$1,065.25**	$0.00

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Water Resource Associates, LLC	6/10/2025	25-2514.4	Engineering Fees	$2,959.50	**$0.00**	**$2,959.50**	$0.00
Water Resource Associates, LLC	7/25/2025	25-2514.5	Engineering Fees	$1,410.00	**$0.00**	**$1,410.00**	$0.00
Water Resource Associates, LLC	08/22/25	25-2514.6	Engineering Fees	$12,518.75	**$0.00**	**$12,518.75**	$0.00
Water Resource Associates, LLC	10/15/2025	25-2514.7	Engineering Fees	$6,642.80	**$0.00**	**$6,642.80**	$0.00
Gray Robinson	4/11/2024	11210190	Legal Fees - Land Use Matters	$6,710.00	**$330.00**	**$330.00**	$6,050.00
Gray Robinson	5/17/2024	11218138	Legal Fees-Land Use Matters	$11,660.00	**$0.00**	**$8,415.00**	$3,245.00
Gray Robinson	6/10/2024	11221591	Legal Fees -Land Use Matters	$15,627.72	**$1,540.00**	**$12,045.00**	$2,042.72
Gray Robinson	7/10/2024	11229183	Prof. Svcs Land Use Matters.	$10,740.89	**$0.00**	**$4,840.00**	$5,900.89
Gray Robinson	8/3/2024	11233960	Prof. Svcs Land Use Matters.	$3,491.00	**$825.00**	**$1,265.00**	$1,401.00
Gray Robinson	9/18/2024	11243815	Prof. Svcs Land Use Matters .	$2,944.00	**$2,432.00**	**$320.00**	$192.00
Gray Robinson	9/18/2024	11243826	Kissimmee Pk Road Utility Agree	$6,976.00	**$6,976.00**	**$0.00**	$0.00
Gray Robinson	10/15/2024	11249028	Prof. Svcs. Land Use Matters.	$3,776.00	**$2,944.00**	**$832.00**	$0.00
Gray Robinson	10/15/2024	11249044	Kissimmee Pk Road Utility Agree	$9,408.00	**$9,408.00**	**$0.00**	$0.00
Gray Robinson	11/7/2024	11253045	Prof. Svcs Land Use Matters.	$6,730.00	**$3,520.00**	**$512.00**	$2,698.00
Gray Robinson	12/11/2024	11259460	Prof. Svcs Land Use Matters.	$2,880.00	**$576.00**	**$1,088.00**	$1,216.00
Gray Robinson	1/17/2025	11267393	Prof. Svcs Land Use Matters.	$7,326.00	**$2,752.00**	**$3,230.00**	$1,344.00
Gray Robinson	2/24/2025	11274603	Prof. Svcs Land Use Matters.	$13,696.00	**$640.00**	**$5,952.00**	$7,104.00
Gray Robinson	3/17/2025	11279209	Prof. Svcs Land Use Matters.	$17,249.00	**$1,472.00**	**$4,416.00**	$11,361.00
Gray Robinson	4/18/2025	11287085	Prof. Svcs Land Use Matters.	$2,880.00	**$128.00**	**$2,560.00**	$192.00
Gray Robinson	4/18/2025	11287099	Kissimmee Pk Road Utility Agree	$15,380.00	**$15,380.00**	**$0.00**	$0.00
Gray Robinson	5/13/2025	11292855	Kissimmee Pk Road Utility Agree	$7,936.00	**$7,936.00**	**$0.00**	$0.00
Gray Robinson	6/13/2025	11299332	Kissimmee Pk Road Utility Agree	$7,808.00	**$7,808.00**	**$0.00**	$0.00
Gray Robinson	7/7/2025	11303078	Kissimmee Pk Road Utility Agree	$11,840.00	**$11,840.00**	**$0.00**	$0.00
Gray Robinson	8/4/2025	11310427	Kissimmee Pk Road Utility Agree	$11,072.00	**$11,072.00**	**$0.00**	$0.00
Gray Robinson	9/10/2025	11317451	Kissimmee Pk Road Utility Agree	$1,216.00	**$1,216.00**	**$0.00**	$0.00
Kutak Rock, LLP	10/1/2025		Utility Agreement	$5,070.50	**$873.50**	**$4,197.00**	$0.00
TOTALS:				**$773,961.51**	**$214,025.52**	**$517,189.38**	**$43,747.34**

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 29th day of September, 2025, by **Hanson Walter & Associates, Inc.,** having a mailing 8 Broadway, Suite 104, Kissimmee, Florida 34741 ("**Professional**"), in favor of the **Bella Tara Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices at Governmental Management Services, 219 E. Livingston Street, Orlando, Florida 32801.

RECITALS

WHEREAS, pursuant to an agreement(s) for professional services between Professional and Whaley Farms, LLC, a Florida limited liability company ("**Developer**"), Professional has created certain work products, as described in **Exhibit A** ("**Work Product**"); and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

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

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is or has acquired the Work Product constructed by Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

[CONTINUED ON FOLLOWING PAGE]

4. **EFFECTIVE DATE.** This Release shall take effect upon execution.

HANSON WALTER & ASSOCIATES, INC.

By: SHAWN HINDLE
Its: PRESIDENT

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29th day of September, 2025, by Shawn Hindle as President of Hanson Walter Associates, Inc. and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

MELISSA A. WILKEN
MY COMMISSION # HH 348242
EXPIRES: May 3, 2027

(NOTARY SEAL)

Melissa A. Wilken
NOTARY PUBLIC, STATE OF Florida

Name: Melissa A. Wilken
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Amount	CDD Eligible Costs
Hanson Walter & Associates, Inc	5/24/2024	5290905	Engineering Fees	$34,410.00	$34,410.00
Hanson Walter & Associates, Inc	7/9/2024	5291330	Engineering Fees	$39,025.00	$39,025.00
Hanson Walter & Associates, Inc	7/23/2024	5291515	Engineering Fees	$80,215.00	$80,215.00
Hanson Walter & Associates, Inc	8/22/2024	5291783	Engineering Fees	$31,335.00	$31,335.00
Hanson Walter & Associates, Inc	9/5/2024	5291860	Engineering Fees	$25,590.00	$25,590.00
Hanson Walter & Associates, Inc	10/30/2024	5292297	Engineering Fees	$21,001.00	$21,001.00
Hanson Walter & Associates, Inc	11/27/2025	5292576	Engineering Fees	$9,000.00	$9,000.00
Hanson Walter & Associates, Inc	12/11/2025	5292717	Engineering Fees	$1,265.00	$1,265.00
Hanson Walter & Associates, Inc	3/11/2025	5293360	Engineering Fees	$9,330.00	$9,330.00
Hanson Walter & Associates, Inc	3/27/2025	5293549	Engineering Fees	$9,501.10	$9,501.10
Hanson Walter & Associates, Inc	5/14/2025	5293884	Engineering Fees	$97,447.19	$97,447.19
Hanson Walter & Associates, Inc	7/14/2025	5294337	Engineering Fees	$38,250.60	$38,250.60
Hanson Walter & Associates, Inc	7/29/2025	5294473	Engineering Fees	$15,001.20	$15,001.20
Totals				**$411,371.09**	**$411,371.09**

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 25 day of September, 2025, by **Water Resource Associates, LLC,** having a mailing address 12363 Hampton Park Boulevard, Tampa, Florida 33624 ("**Professional**"), in favor of the **Bella Tara Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices at Governmental Management Services, 219 E. Livingston Street, Orlando, Florida 32801.

RECITALS

WHEREAS, pursuant to an agreement(s) for professional services between Professional and Whaley Farms, LLC, a Florida limited liability company ("**Developer**"), Professional has created certain work products, as described in **Exhibit A** ("**Work Product**"); and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

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

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is or has acquired the Work Product constructed by Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Work Product, and that there is no disagreement as to the appropriateness of payment made for the Work Product. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

[CONTINUED ON FOLLOWING PAGE]

4. **EFFECTIVE DATE.** This Release shall take effect upon execution.

WATER RESOURCE ASSOCIATES, LLC

Angela Padovani
By: Angela Padovani
Its: Office Manager

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 September, 2025, by Angela Padovani as Office Manager of Water Resource Assoc, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

RITA H. GARRISON
MY COMMISSION # HH 184216
EXPIRES: November 16, 2025
Bonded Thru Notary Public Underwriters

(NOTARY SEAL)

Rita H. Garrison
NOTARY PUBLIC, STATE OF Florida

Name: Rita H. Garrison
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Amount	CDD Eligible Costs
Water Resource Associates, LLC	7/9/2024	24-2514.1	Engineering Fees	$793.75	$793.75
Water Resource Associates, LLC	9/13/2024	24-2514.2	Engineering Fees	$11,250.00	$11,250.00
Water Resource Associates, LLC	1/22/2025	25-2514.1	Engineering Fees	$2,781.25	$2,781.25
Water Resource Associates, LLC	3/14/2025	25-2514.2	Engineering Fees	$6,523.34	$6,523.34
Water Resource Associates, LLC	6/3/2025	25-2514.3	Engineering Fees	$1,065.25	$1,065.25
Water Resource Associates, LLC	6/10/2025	25-2514.4	Engineering Fees	$2,959.50	$2,959.50
Water Resource Associates, LLC	7/25/2025	25-2514.5	Engineering Fees	$1,410.00	$1,410.00
Totals				**$26,783.09**	**$26,783.09**

BILL OF SALE AND LIMITED ASSIGNMENT
[WORK PRODUCT]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 4TH day of DECEMBER, 2025, by and between **WHALEY FARMS, LLC,** a Florida limited liability company, with an address of 2 Post Road West, Westport, CT 06880 ("**Grantor**"), and for good and valuable consideration, to it paid by the **BELLA TARA COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Governmental Management Services, 219 E. Livingston Street, Orlando, Florida 32801.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the property (together, "**Property**") described below to have and to hold for Grantee's own use and benefit forever:

   a) All work product described in **Exhibit A,** and
   b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

By: Brandy Hermosillo
Name: Brandy Hermosillo

By: Bonnie Brennan
Name: Bonnie Brennan

WHALEY FARMS, LLC

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 4 day of December, 2025, by Craig Perry as manager of Whaley Farms, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF Florida

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

(NOTARY SEAL)

Notary Public State of Florida
Katherine Asencio Gomez
My Commission
HH 280738
Exp. 6/26/2026

EXHIBIT A
Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Hanson Walter & Associates, Inc	5/24/2024	5290905	Engineering Fees	$34,410.00	**$13,136.67**	**$21,273.33**	$0.00
Hanson Walter & Associates, Inc	7/9/2024	5291330	Engineering Fees	$39,025.00	**$23,008.33**	**$16,016.67**	$1,000.00
Hanson Walter & Associates, Inc	7/23/2024	5291515	Engineering Fees	$80,215.00	**$10,205.00**	**$70,010.00**	$0.00
Hanson Walter & Associates, Inc	8/22/2024	5291783	Engineering Fees	$31,335.00	**$8,478.33**	**$22,856.67**	$0.00
Hanson Walter & Associates, Inc	9/5/2024	5291860	Engineering Fees	$25,590.00	**$8,463.33**	**$17,126.67**	$0.00
Hanson Walter & Associates, Inc	10/30/2024	5292297	Engineering Fees	$21,001.00	**$2,333.67**	**$18,667.33**	$0.00
Hanson Walter & Associates, Inc	11/27/2025	5292576	Engineering Fees	$9,000.00	**$1,000.00**	**$8,000.00**	$0.00
Hanson Walter & Associates, Inc	12/11/2024	5292717	Engineering Fees	$1,265.00	**$421.67**	**$843.33**	$0.00
Hanson Walter & Associates, Inc	3/11/2025	5293360	Engineering Fees	$9,330.00	**$2,676.67**	**$6,653.33**	$0.00
Hanson Walter & Associates, Inc	3/27/2025	5293549	Engineering Fees	$9,501.10	**$3,367.04**	**$6,134.06**	$0.73
Hanson Walter & Associates, Inc	5/14/2025	5293884	Engineering Fees	$97,447.19	**$24,273.65**	**$73,173.54**	$0.00
Hanson Walter & Associates, Inc	7/14/2025	5294337	Engineering Fees	$38,250.60	**$12,900.20**	**$25,350.40**	$0.00
Hanson Walter & Associates, Inc	7/29/2025	5294473	Engineering Fees	$15,001.20	**$5,367.07**	**$9,634.13**	$0.00
Hanson Walter & Associates, Inc	8/27/2025	5294658	Engineering Fees	$9,332.80	**$2,577.60**	**$6,755.20**	$0.00
Hanson Walter & Associates, Inc	9/30/2025	5294835	Engineering Fees	$19,450.70	**$6,100.23**	**$13,350.47**	$0.00
Hanson Walter & Associates, Inc	10/29/2025	5295030	Engineering Fees	$1,660.79	**$47.56**	**$1,613.23**	$0.00
Hanson Walter & Associates, Inc	8/27/2025	5294663	Engineering Fees	$1,518.13	**$0.00**	**$1,518.13**	$0.00
J&L Triple B Ranch, LLLP	10/15/2025	100311	Gopher Tortoise	$10,000.00	**$0.00**	**$10,000.00**	$0.00
Florida Wildlife Commission	9/15/2025	25204198	Gopher Tortoise	$275.00	**$0.00**	**$275.00**	$0.00
South Florida Water Management District	1/7/2025	163048	ERP Review	$7,500.00	**$0.00**	**$7,500.00**	$0.00
Mitigation Marketing	7/10/2025		UMAM Credits	$75,500.00	**$0.00**	**$75,500.00**	$0.00
Osceola County	10/01/2025		NOC	$99.25	**$0.00**	**$99.25**	$0.00
Smith, Currie & Hancock	7/31/2025	413817	Legal Fees	$585.00	**$0.00**	**$585.00**	$0.00
Smith, Currie & Hancock	8/31/2025	414878	Legal Fees	$8,307.00	**$0.00**	**$8,307.00**	$0.00
Water Resource Associates, LLC	7/9/2024	24-2514.1	Engineering Fees	$793.75	**$0.00**	**$793.75**	$0.00
Water Resource Associates, LLC	9/13/2024	24-2514.2	Engineering Fees	$11,250.00	**$0.00**	**$11,250.00**	$0.00
Water Resource Associates, LLC	1/22/2025	25-2514.1	Engineering Fees	$2,781.25	**$0.00**	**$2,781.25**	$0.00
Water Resource Associates, LLC	3/14/2025	25-2514.2	Engineering Fees	$6,523.34	**$0.00**	**$6,523.34**	$0.00
Water Resource Associates, LLC	6/3/2025	25-2514.3	Engineering Fees	$1,065.25	**$0.00**	**$1,065.25**	$0.00

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Water Resource Associates, LLC	6/10/2025	25-2514.4	Engineering Fees	$2,959.50	**$0.00**	**$2,959.50**	$0.00
Water Resource Associates, LLC	7/25/2025	25-2514.5	Engineering Fees	$1,410.00	**$0.00**	**$1,410.00**	$0.00
Water Resource Associates, LLC	08/22/25	25-2514.6	Engineering Fees	$12,518.75	**$0.00**	**$12,518.75**	$0.00
Water Resource Associates, LLC	10/15/2025	25-2514.7	Engineering Fees	$6,642.80	**$0.00**	**$6,642.80**	$0.00
Gray Robinson	4/11/2024	11210190	Legal Fees - Land Use Matters	$6,710.00	**$330.00**	**$330.00**	$6,050.00
Gray Robinson	5/17/2024	11218138	Legal Fees-Land Use Matters	$11,660.00	**$0.00**	**$8,415.00**	$3,245.00
Gray Robinson	6/10/2024	11221591	Legal Fees -Land Use Matters	$15,627.72	**$1,540.00**	**$12,045.00**	$2,042.72
Gray Robinson	7/10/2024	11229183	Prof. Svcs Land Use Matters.	$10,740.89	**$0.00**	**$4,840.00**	$5,900.89
Gray Robinson	8/3/2024	11233960	Prof. Svcs Land Use Matters.	$3,491.00	**$825.00**	**$1,265.00**	$1,401.00
Gray Robinson	9/18/2024	11243815	Prof. Svcs Land Use Matters .	$2,944.00	**$2,432.00**	**$320.00**	$192.00
Gray Robinson	9/18/2024	11243826	Kissimmee Pk Road Utility Agree	$6,976.00	**$6,976.00**	**$0.00**	$0.00
Gray Robinson	10/15/2024	11249028	Prof. Svcs. Land Use Matters.	$3,776.00	**$2,944.00**	**$832.00**	$0.00
Gray Robinson	10/15/2024	11249044	Kissimmee Pk Road Utility Agree	$9,408.00	**$9,408.00**	**$0.00**	$0.00
Gray Robinson	11/7/2024	11253045	Prof. Svcs Land Use Matters.	$6,730.00	**$3,520.00**	**$512.00**	$2,698.00
Gray Robinson	12/11/2024	11259460	Prof. Svcs Land Use Matters.	$2,880.00	**$576.00**	**$1,088.00**	$1,216.00
Gray Robinson	1/17/2025	11267393	Prof. Svcs Land Use Matters.	$7,326.00	**$2,752.00**	**$3,230.00**	$1,344.00
Gray Robinson	2/24/2025	11274603	Prof. Svcs Land Use Matters.	$13,696.00	**$640.00**	**$5,952.00**	$7,104.00
Gray Robinson	3/17/2025	11279209	Prof. Svcs Land Use Matters.	$17,249.00	**$1,472.00**	**$4,416.00**	$11,361.00
Gray Robinson	4/18/2025	11287085	Prof. Svcs Land Use Matters.	$2,880.00	**$128.00**	**$2,560.00**	$192.00
Gray Robinson	4/18/2025	11287099	Kissimmee Pk Road Utility Agree	$15,380.00	**$15,380.00**	**$0.00**	$0.00
Gray Robinson	5/13/2025	11292855	Kissimmee Pk Road Utility Agree	$7,936.00	**$7,936.00**	**$0.00**	$0.00
Gray Robinson	6/13/2025	11299332	Kissimmee Pk Road Utility Agree	$7,808.00	**$7,808.00**	**$0.00**	$0.00
Gray Robinson	7/7/2025	11303078	Kissimmee Pk Road Utility Agree	$11,840.00	**$11,840.00**	**$0.00**	$0.00
Gray Robinson	8/4/2025	11310427	Kissimmee Pk Road Utility Agree	$11,072.00	**$11,072.00**	**$0.00**	$0.00
Gray Robinson	9/10/2025	11317451	Kissimmee Pk Road Utility Agree	$1,216.00	**$1,216.00**	**$0.00**	$0.00
Kutak Rock, LLP	10/1/2025		Utility Agreement	$5,070.50	**$873.50**	**$4,197.00**	$0.00
TOTALS:				**$773,961.51**	**$214,025.52**	**$517,189.38**	**$43,747.34**

SECTION VI

SECTION C

SECTION 1

This item will be provided under separate cover

SECTION 2

This item will be provided under separate cover