

*Bella Tara Community
Development District*

Agenda

March 24, 2026

AGENDA

Bella Tara

Community Development District

219 E. Livingston Street, Orlando, Florida 32801

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

March 18, 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, March 24, 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. Approval of Minutes of the January 27, 2026 Board of Supervisors Meeting
4. Authorization of Turnover of Lift Station to Toho Water Authority
5. Consideration of Resolution 2026-03 Extending Terms of Board Members
6. Review and Acceptance of Fiscal Year 2025 Audit Report
7. Ratification Items
 - A. Data Sharing and Usage Agreement with Osceola County Property Appraiser
 - B. Acquisition of Work Product #2
 - C. Assignment of Engineering Services Agreement
 - D. Purchase Requisition Request with World Electric Supply, Inc.
 - E. Change Order #2 with Ferguson Waterworks for Kissimmee Park Road Widening Segment 2 & 3
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Funding Request #34-#35
9. Supervisor's Requests
10. Adjournment

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

Sincerely,

George S. Flint

George S. Flint

District Manager

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

Enclosures

MINUTES

**MINUTES OF MEETING
BELLA TARA
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Bella Tara Community Development District was held Tuesday, **January 27, 2026** at 1:00 p.m. at the West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida.

Present and constituting a quorum were:

Ernesto Mitsumasu <i>by phone</i>	Chairman
Craig Perry	Vice Chairman
Dean Perry	Assistant Secretary
Kevin Walsh	Assistant Secretary

Also present were:

George Flint	District Manager
Ashley Ligas <i>by phone</i>	District Counsel
Nicolle VanValkenburg <i>by phone</i>	District Engineer

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment

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

THIRD ORDER OF BUSINESS

Organizational Matters

A. Administration of Oaths of Office to Newly Elected Supervisors

Mr. Flint stated that there was a Landowners' Election held last November reelecting Mr. Walsh, Mr. Little, and Mr. Dean Perry. Mr. Flint administered the oath of office to Mr. Walsh and Mr. Dean Perry prior to the start of the meeting and will administer the oath to Mr. Little at a later date.

B. Consideration of Resolution 2026-01 Canvassing and Certifying the Results of the Landowners' Election

Mr. Flint presented Resolution 2026-01 canvassing and certifying the results of the Landowners' Election stating that Mr. Walsh received 600 votes, Mr. Little received 600 votes, and Mr. Dean Perry received 599 votes. Mr. Walsh and Mr. Little will serve four-year terms and Mr. Dean Perry will serve a two-year term.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Resolution 2026-01 Canvassing and Certifying the Results of the Landowners' Election, was approved.

C. Election of Officers

Mr. Flint stated that after every election the statutes require an election of officers.

D. Consideration of Resolution 2026-02 Electing Officers

Mr. Flint stated the current slate of officers resides with Mr. Mitsumasu as Chair, Mr. Craig Perry as Vice Chair, Mr. Dean Perry, Mr. Little, and Mr. Walsh as Assistant Secretaries, Mr. Flint as the Secretary, Jill Burns from the GMS office as Treasurer, and Darrin Mossing and Katie Costa from GMS as an Assistant Treasurers. The Board opted to elect the slate of officers as slated.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Resolution 2026-02 Electing Officers as slated above, was approved.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the September 23, 2025 Meeting and Acceptance of Minutes of the November 4, 2025 Landowners' Meeting

Mr. Flint presented the minutes from the September 23, 2025 meeting and the minutes from the November 4, 2025 Landowners' Meeting and asked for any comments, corrections, or changes. Mr. Craig Perry asked for Mr. Flint to resend the Landowners' minutes to him for review. The Board had no changes to the minutes.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Approving the Minutes of the September 23, 2025 Meeting and Accepting the Minutes of the November 4, 2025 Landowners' Meeting, were approved.

FIFTH ORDER OF BUSINESS

Ratification Items

A. Acquisition of Work Product (Master Infrastructure Project)

Mr. Flint presented the acquisition of work product. Ms. Ligas stated that this ties in with item 5H requisitions #1 and #2 for professional services and engineering services \$214,024.52 for the utility portion of work and \$517,189.38 roads and drainage portion. Mr. Dean Perry noted that there was no need to go through every ratification item as the Board is very familiar with them. Mr. Flint suggested considering the ratification items in one motion.

B. Agreement with Hanson, Walter & Associates for Construction Engineering and Inspection Services

Mr. Flint stated this is the agreement with Hanson, Walter & Associates for construction engineering and inspection services.

C. Amended Agreement with Grau & Associates to Provide Auditing Services for Fiscal Year 2025

Mr. Flint presented the amended agreement with Grau & Associates for auditing services.

D. Agreement with Water Resource Associates to Provide Kissimmee Park Road Wildlife Support

Mr. Flint presented the agreement with Water Recourse Associates to provide wildlife consulting services for the Kissimmee Park Road.

E. Change Order #1 with Ferguson Waterworks for Kissimmee Park Road Widening Segment 2 & 3

Mr. Flint presented change order #1 with Ferguson Waterworks.

F. Change Order #3 with JR Davis Construction Company, Inc. for Bella Tara Phase One Project

Mr. Flint presented change order #3 with the JR Davis contract for the Phase 1 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**

Mr. Flint presented the purchase order requests.

H. Series 2025 (Master) Requisitions #1 & #2

Mr. Flint presented the ratification of requisition #1 and #2 for the master infrastructure.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Ratification Items A through H, were ratified.

SIXTH ORDER OF BUSINESS

Change Order #1 - #2 for Jr Davis (added)

Ms. Ligas stated that Change Order #1 is fully complete and #2 has two missing signatures. Mr. Flint noted that those can be executed for the change order #1 and #2 Jr Davis for the Kissimmee Park Road contract. Ms. Ligas confirmed the dollar amounts and there was a motion of approval for the Chair to execute outside of the meeting. Mr. Walsh requested all the backup of these documents be sent to the Chair for it to be available for everyone’s records.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Change Order #1 - #2 for Jr Davis, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Ligas had nothing further to report.

B. Engineer

Ms. VanValkenburg had nothing to report to the Board.

C. District Manager’s Report

i. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financials and offered to answer any questions. No action is required from the Board, and there were no questions.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Balance Sheet and Income Statement, were approved.

ii. Ratification of Funding Requests #30 - #33

Mr. Flint stated that Funding request #33 was revised to be allocated to a construction expense and the final revised version did not make it into the agenda. It should only reflect \$4,000 for GMS and not Water Resource Associates.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, Funding Requests #30-#33, were ratified as amended.

EIGHTH ORDER OF BUSINESS

Supervisor’s Requests

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

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

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

Bella Tara
Community Development District

219 E. Livingston Street, Orlando, Florida 32801

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

March 13, 2026

Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Fl 34741

RE: Lift Station Parcel described in Exhibit "A" attached hereto – (the "Property")

To Whom It May Concern:

The above referenced Property is located within the Bella Tara Community Development District (the "District").

For the Fiscal Year 2026, which started on 10/01/2025 and will end on 09/30/2026, there are no assessments levied by the District on the above land, or otherwise due. Except to the extent specified herein, nothing herein shall be construed to waive or limit in any way the District's right to impose, collect and/or enforce future special assessments.

To the extent the Property remains a "lift station" tract that is owned by Tohopekaliga Water Authority and actually used exclusively as a lift station, no assessment liens will be imposed or certified for collection by the District against the Property.

If you have any questions, please feel free to call me at 954-324-1716.

Sincerely,



Ernesto Mitsumasu
Chairman of the Board
Bella Tara Community Development District

SECTION V

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BELLA TARA COMMUNITY DEVELOPMENT DISTRICT EXTENDING THE TERMS OF OFFICE OF ALL CURRENT SUPERVISORS TO COINCIDE WITH THE GENERAL ELECTION PURSUANT TO SECTION 190.006, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the current members of the Board of Supervisors (“**Board**”) were elected by the landowners within the District based on a one acre/one vote basis; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the Board to adopt a resolution extending or reducing the terms of office of Board members to coincide with the general election in November; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution extending the terms of office of all current Board members of the District.

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

SECTION 1. The following terms of office are hereby extended to coincide with the general election to be held in November of 2028:

Seat #1 (currently held by Ernesto Mitsumasu)

Seat #2 (currently held by Craig Perry)

Seat #3 (currently held by Dean Perry)

The following terms of office are hereby extended to coincide with the general election to be held in November of 2030:

Seat #1 (currently held by Kevin Walsh)

Seat #2 (currently held by John Alexander Little)

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this _____ day of _____, 2026.

ATTEST:

**BELLA TARA COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chairperson/Vice Chairperson,
Board of Supervisors

SECTION VI

**BELLA TARA
COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Bella Tara Community Development District
Osceola County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Bella Tara Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 3, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

February 3, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Bella Tara Community Development District, Osceola County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$3,803,586.
- The change in the District's total net position in comparison with the prior fiscal year was \$3,796,818, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported combined ending fund balances of \$16,509,425, an increase of \$16,502,657 in comparison with the prior fiscal year. The total fund balance is restricted for the debt service and capital project funds, the remainder is unassigned fund balance in the general fund which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,	
	2025	2024
Current and other assets	\$ 18,546,635	\$ 12,507
Capital assets, net of depreciation	15,464,014	-
Total assets	<u>34,010,649</u>	<u>12,507</u>
Current liabilities	2,224,673	5,739
Long-term liabilities	27,982,390	-
Total liabilities	<u>30,207,063</u>	<u>5,739</u>
Net position		
Net investment in capital assets	314,312	-
Restricted	3,478,777	-
Unrestricted	10,497	6,768
Total net position	<u>\$ 3,803,586</u>	<u>\$ 6,768</u>

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION		
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2025	2024
Revenues:		
Program revenues		
Operating grants and contributions	\$ 71,490	\$ 62,952
Capital grants and contributions	4,832,488	-
Total revenues	4,903,978	62,952
Expenses:		
General government	67,217	56,534
Interest	187,463	-
Bond issue costs	852,480	4,131
Total expenses	1,107,160	60,665
Change in net position	3,796,818	2,287
Net position - beginning	6,768	4,481
Net position - ending	\$ 3,803,586	\$ 6,768

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025, was \$1,107,160. The costs of the District's activities were funded by program revenues which were comprised of Developer contributions. In total, expenses increased as a result of bond issuance costs and interest expenses.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had \$15,464,014 invested in capital assets for its governmental activities. No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2025, the District had \$28,000,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

It is expected that activity will increase as the District continues to be constructed.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Bella Tara Community Development District's Finance Department at 219 E. Livingston Street, Orlando, FL 32801.

**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

	Governmental Activities
ASSETS	
Cash	\$ 6,341
Due from Developer	6,541
Restricted assets:	
Investments	18,533,753
Capital assets:	
Nondepreciable	15,464,014
Total assets	34,010,649
 LIABILITIES	
Accounts payable	6,541
Contracts and retainage payable	2,030,669
Accrued interest payable	187,463
Non-current liabilities:	
Due in more than one year	27,982,390
Total liabilities	30,207,063
 NET POSITION	
Net investment in capital assets	314,312
Restricted for debt service	3,478,777
Unrestricted	10,497
Total net position	\$ 3,803,586

See notes to the financial statements

**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

<u>Functions/Programs</u>	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:				
Governmental activities:				
General government	\$ 67,217	\$ 66,815	\$ 24,163	\$ 23,761
Maintenance and operations	-	-	4,808,325	4,808,325
Interest on long-term debt	187,463	4,675	-	(182,788)
Bond issue costs	852,480	-	-	(852,480)
Total governmental activities	1,107,160	71,490	4,832,488	3,796,818
				3,796,818
				6,768
				\$ 3,803,586

See notes to the financial statements

**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash	\$ 6,341	\$ -	\$ -	\$ 6,341
Investments	-	3,666,240	14,867,513	18,533,753
Due from other funds	4,156	-	-	4,156
Due from Developer	6,541	-	-	6,541
Total assets	<u>\$ 17,038</u>	<u>\$ 3,666,240</u>	<u>\$ 14,867,513</u>	<u>\$ 18,550,791</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 6,541	\$ -	\$ -	\$ 6,541
Contracts and retainage payable	-	-	2,030,669	2,030,669
Due to other funds	-	-	4,156	4,156
Total liabilities	<u>6,541</u>	<u>-</u>	<u>2,034,825</u>	<u>2,041,366</u>
Fund balances:				
Restricted for:				
Debt service	-	3,666,240	-	3,666,240
Capital projects	-	-	12,832,688	12,832,688
Unassigned	10,497	-	-	10,497
Total fund balances	<u>10,497</u>	<u>3,666,240</u>	<u>12,832,688</u>	<u>16,509,425</u>
Total liabilities and fund balances	<u>\$ 17,038</u>	<u>\$ 3,666,240</u>	<u>\$ 14,867,513</u>	<u>\$ 18,550,791</u>

See notes to the financial statements

**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

Fund balance - governmental funds	\$	16,509,425
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets in the net position of the government as a whole.		
Cost of capital assets	15,464,014	
Accumulated depreciation	-	15,464,014
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.		
Accrued interest payable	(187,463)	
Bonds payable	(27,982,390)	(28,169,853)
Net position of governmental activities		\$ 3,803,586

See notes to the financial statements

**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Developer contributions	\$ 66,815	\$ -	\$ 4,808,325	\$ 4,875,140
Interest	-	4,675	24,163	28,838
Total revenues	66,815	4,675	4,832,488	4,903,978
EXPENDITURES				
Current:				
General government	67,217	-	-	67,217
Debt service:				
Bond issue costs	-	-	852,480	852,480
Capital outlay	-	-	15,464,014	15,464,014
Total expenditures	67,217	-	16,316,494	16,383,711
Excess (deficiency) of revenues over (under) expenditures	(402)	4,675	(11,484,006)	(11,479,733)
OTHER FINANCING SOURCES (USES)				
Interfund transfers in / (out)	-	(2,640)	2,640	-
Bond proceeds	-	3,664,205	24,335,795	28,000,000
Bond discount	-	-	(17,610)	(17,610)
Total other financing sources	-	3,661,565	24,320,825	27,982,390
Net change in fund balances	(402)	3,666,240	12,836,819	16,502,657
Fund balances - beginning	10,899	-	(4,131)	6,768
Fund balances - ending	\$ 10,497	\$ 3,666,240	\$ 12,832,688	\$ 16,509,425

See notes to the financial statements

**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

Net change in fund balances - total governmental funds	\$	16,502,657
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures, however, in the statement of activities the cost of those assets is eliminated and capitalized as capital assets in the statement of net position.		15,464,014
Governmental funds report the effect of Bond premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.		17,610
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.		(187,463)
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.		<u>(28,000,000)</u>
Change in net position of governmental activities	\$	<u>3,796,818</u>

See notes to the financial statements

**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Bella Tara Community Development District ("District") was created on January 11, 2023, by Ordinance No. 23-09 of the Board of County Commissioners of Osceola County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2025, four of the Board members are affiliated with Whaley Farms, LLC ("Developer").

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearing(s) are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board, unless otherwise delegated by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2025:

	Amortized Cost	Credit Risk	Maturities
US BANK GCTS 0490	18,533,753	N/A	N/A
Total Investments	<u>\$ 18,533,753</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1*: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2*: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3*: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Construction in progress	\$ -	\$ 15,464,014	\$ -	\$ 15,464,014
Total capital assets, not being depreciated	\$ -	\$ 15,464,014	\$ -	\$ 15,464,014
Governmental activities capital assets	\$ -	\$ 15,464,014	\$ -	\$ 15,464,014

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$95.5 million and will be developed in phases. A portion of the project costs is expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities.

During the current fiscal year, the District entered into a construction cost sharing agreement with Tohopekaliga Water Authority, Edgewater West Community Development District ("EWCCDD"), Kissimmee Park Community Development District ("KPCDD"), the Developer, and Hawk Platt, LLC, a Developer affiliated entity, whereby the District, EWCCDD and KPCDD will share in the costs to construct certain infrastructure improvements including the extension and widening of Kissimmee Park Road and the construction of other utility improvements for the benefit of the District, EWCCDD and KPCDD.

NOTE 6 – LONG-TERM LIABILITIES

Series 2025

On August 21, 2025, the District issued \$12,000,000 of Special Assessment Master Infrastructure (MI) Bonds and \$16,000,000 of Special Assessment Area One (AA1) Bonds, Series 2025. The Master Infrastructure Bonds are due in full on May 1, 2056, with an interest rate of 6.5%. The Special Assessment Area One Bonds consist of various Term Bonds with due dates from May 1, 2030 to May 1, 2056 and fixed interest rates ranging from 5% to 6.125%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2027 through May 1, 2056.

Both the Series 2025 MI and Series 2025 A1 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be transferred to the acquisition and construction trust account to pay for project costs in accordance with the bond indenture; this did not occur during the current fiscal year. The District was in compliance with the requirements at September 30, 2025.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2025 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Bonds payable:					
Series 2025 AA1	\$ -	\$ 16,000,000	\$ -	\$ 16,000,000	\$ -
Less original issue discount	-	(17,610)	-	(17,610)	-
Series 2025 MI	-	12,000,000	-	12,000,000	-
Total	\$ -	\$ 27,982,390	\$ -	\$ 27,982,390	\$ -

At September 30, 2025, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Principal	Interest	Total
2026	\$ -	\$ 1,205,117	\$ 1,205,117
2027	340,000	1,735,369	2,075,369
2028	360,000	1,716,344	2,076,344
2029	375,000	1,696,169	2,071,169
2030	400,000	1,675,169	2,075,169
2031-2035	2,410,000	7,986,700	10,396,700
2036-2040	3,270,000	7,147,919	10,417,919
2041-2045	4,450,000	6,008,844	10,458,844
2046-2050	6,075,000	4,438,638	10,513,638
2051-2055	8,320,000	2,264,844	10,584,844
2056	2,000,000	125,800	2,125,800
Total	\$ 28,000,000	\$ 36,000,913	\$ 64,000,913

NOTE 7 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$66,815, which includes a receivable of \$6,541 as of September 30, 2025. Developer contributions to the capital project fund were \$4,808,325.

During the current fiscal year, the District reimbursed the Developer approximately \$10 million for construction management services using proceeds from the Series 2025 AA1 Bonds.

NOTE 8 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 9 – COMMITMENTS

As of September 30, 2025, the District had open contracts for various construction projects. The contracts totaled approximately \$24 million, of which approximately \$14 million was uncompleted at September 30, 2025.

NOTE 10 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 11 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Developer contributions	\$ 102,125	\$ 66,815	\$ (35,310)
Total revenues	102,125	66,815	(35,310)
EXPENDITURES			
Current:			
General government	102,125	67,217	34,908
Total expenditures	102,125	67,217	34,908
Excess (deficiency) of revenues over (under) expenditures	\$ -	(402)	\$ (402)
Fund balance - beginning		10,899	
Fund balance - ending		\$ 10,497	

See notes to required supplementary information

**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025
UNAUDITED**

Element	Comments
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	0
Employee compensation	\$0
Independent contractor compensation	\$0
Construction projects to begin on or after October 1; (>\$65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments; Special assessment rate	Operations and maintenance - N/A Debt service - N/A
Special assessments collected	Not applicable
Outstanding Bonds:	Not applicable
Series 2025 AA1, due May 1, 2056	\$16,000,000
Series 2025 MI, due May 1, 2056	\$12,000,000



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Bella Tara Community Development District
Osceola County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Bella Tara Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated, February 3, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

February 3, 2026



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Bella Tara Community Development District
Osceola County, Florida

We have examined Bella Tara Community Development District, Osceola County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Bella Tara Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

February 3, 2026



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Bella Tara Community Development District
Osceola County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Bella Tara Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated February 3, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 3, 2026, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Bella Tara Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Bella Tara Community Development District, Osceola County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

February 3, 2026

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2025. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

SECTION VII

SECTION A



KATRINA SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER

Bella Tara CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Bella Tara CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

Please note the referenced statute has amended as of October 1, 2021. The paragraph below reflects the changes.

The confidentiality of personal identifying and location information including: names, mailing address, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, **will be protected as follows:**

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The terms of this Agreement shall commence on **January 1, 2025** and shall run until **December 31, 2025**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER

Signature:

Print: Katrina S. Scarborough

Date:

5/9/2025

Bella Tara CDD

Signature:

Print:

Title:

Date:

[Handwritten Signature]

George S. Flint

District Manager

5/5/25

Please return this signed **original copy** no later than 30 days from receipt.

SECTION B

FEBRUARY 16TH, 2026

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:


Sincerely,

**BELLA TARA COMMUNITY
DEVELOPMENT DISTRICT**

WHALEY FARMS, LLC



Name: ERNESTO MITSUMASU
Title: CHAIRMAN



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	01/22/2026	5295479	Engineering Fees	\$25,640.60	\$8,546.87	\$17,093.73	



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

COMMITTED

PO No: 50HAN0001

Amount: \$ 25,640.60

Page: 1 of 2
 5435-06-01
 5295479

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 #: 5295479 INVOICE DATE: 1/22/2026 DUE DATE: 2/1/2026 BILLED THROUGH: 12/31/2025
---	--

KISSIMMEE PARK RD EXTENSION AND WIDENING

PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: December 2025

For Professional Civil Engineering Services Rendered Through December 31, 2025

	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
FIXED FEE ITEMS						
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	30,362.49	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	80.38	71,570.00	293,262.49	293,262.49	0.00
TIME & MATERIALS NOT TO EXCEED						
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	52.69	22,710.40	25,289.60	1,599.60	23,690.00



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

Page: 2 of 2
 5435-06-01
 5295479

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	100.00	0.00	8,500.00	6,899.40	1,600.60
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-DESIGN & RE-PERMITTING PHASE	15,000.00	97.17	424.30	14,575.70	14,225.70	350.00
	193,500.00	86.72	25,696.05	167,803.95	142,163.35	25,640.60

TIME & MATERIALS
 REIMBURSABLES

	Total Billed To Date	Amount Previously Billed	Amount This Billing
	7,907.67	7,907.67	0.00
	7,907.67	7,907.67	0.00

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

Total Invoice \$25,640.60

**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 16TH day of FEBRUARY, 2026.

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 16 day of February, 2026, 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)

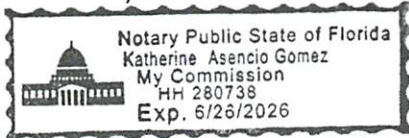


Exhibit A – Description of Work Product

EXHIBIT A
Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Hanson Walter & Associates, Inc	01/22/2026	5295479	Engineering Fees	\$25,640.60	\$8,546.87	\$17,093.73	



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

COMMITTED

PO No: 50HAN0001

Amount: \$ 25,640.60

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 5435-06-01
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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 #: 5295479 INVOICE DATE: 1/22/2026 DUE DATE: 2/1/2026 BILLED THROUGH: 12/31/2025
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KISSIMMEE PARK RD EXTENSION AND WIDENING

PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: December 2025

For Professional Civil Engineering Services Rendered Through December 31, 2025

	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
FIXED FEE ITEMS						
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
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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
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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
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	7,907.67	7,907.67	0.00

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

Total Invoice \$25,640.60

BILL OF SALE AND LIMITED ASSIGNMENT
[WORK PRODUCT]

THIS **BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the 16TH day of FEBRUARY, 2026, 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

WHALEY FARMS, LLC

By: Brandy Hermosillo
Name: Brandy Hermosillo

[Signature]
Name: CRAIG PERRY
Title: MANAGER

By: [Signature]
Name: Bonnie Buchanan

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16 day of February, 2026, 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.

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

(NOTARY SEAL)



EXHIBIT A
Description of Work Product

Vendor	Invoice Date	Invoice No	Description	Invoice amount	Utilities	Roads & Drainage	Private
Hanson Walter & Associates, Inc	01/22/2026	5295479	Engineering Fees	\$25,640.60	\$8,546.87	\$17,093.73	



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

COMMITTED

PO No: 50HAN0001

Amount: \$ 25,640.60

Page: 1 of 2
 5435-06-01
 5295479

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 #: 5295479 INVOICE DATE: 1/22/2026 DUE DATE: 2/1/2026 BILLED THROUGH: 12/31/2025
---	--

KISSIMMEE PARK RD EXTENSION AND WIDENING

PO: 50HAN0001

JOB ID: 5435-06-01

PERIOD: December 2025

For Professional Civil Engineering Services Rendered Through December 31, 2025

	Contract Amount	% Complete	Amount Remaining	Total Billed To Date	Amount Previously Billed	Amount This Billing
FIXED FEE ITEMS						
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	30,362.49	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	80.38	71,570.00	293,262.49	293,262.49	0.00
TIME & MATERIALS NOT TO EXCEED						
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	52.69	22,710.40	25,289.60	1,599.60	23,690.00



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

Page: 2 of 2
 5435-06-01
 5295479

PDST1: POST DESIGN AND BIDDING SERVICES	8,500.00	100.00	0.00	8,500.00	6,899.40	1,600.60
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-DESIGN & RE-PERMITTING PHASE	15,000.00	97.17	424.30	14,575.70	14,225.70	350.00
	193,500.00	86.72	25,696.05	167,803.95	142,163.35	25,640.60

TIME & MATERIALS
 REIMBURSABLES

	Total Billed To Date	Amount Previously Billed	Amount This Billing
	7,907.67	7,907.67	0.00
	7,907.67	7,907.67	0.00

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

Total Invoice \$25,640.60

SECTION C

ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENTS

Assignor: Whaley Farms LLC
Assignee: Bella Tara Community Development District
Professional: Hanson, Walter & Associates, Inc.
Project: Kissimmee Park Road Extension and Widening Project

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, Whaley Farms LLC ("**Assignor**") do hereby transfer, assign and convey unto the Bella Tara Community Development District ("**District**" or "**Assignee**"), all of the rights, interests, benefits and privileges of Assignor under that certain: *Agreement for Professional Services*, dated April 22, 2024 and Addenda #1, #2, and #3 (together "**Agreement**"), and each by and between Assignor and Hanson, Walter & Associates, Inc. ("**Professional**"), providing for certain professional services related to a project known and identified as the Kissimmee Park Road Extension and Widening Project ("**Project**") and incorporated herein as **Exhibit B**.

Assignee does hereby assume all obligations of Assignor under the Agreement arising or accruing after the date hereof. Professional hereby consents to the assignment of the Agreement and all of Assignor's rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in **Exhibit A** hereto are incorporated in and made a part of the Agreement. In the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Agreement, as amended and assigned, and **Exhibit A**, the terms and conditions of **Exhibit A** shall supersede all other terms and prevail.

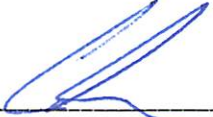
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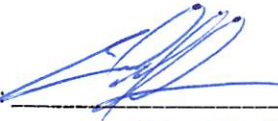
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Executed in multiple counterparts to be effective the ____ day of _____, 2026.

WHALEY FARMS LLC

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

By: 
Printed Name: Craig Perry
Title: Manager

By: 
Printed Name: ERNESTO MITSUMASU
Title: CHAIRMAN

HANSON, WALTERS & ASSOCIATES, INC.

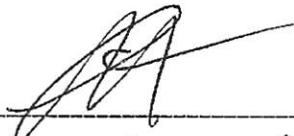
By: 
Printed Name: SHAWN HENDLE
Title: PRESIDENT

EXHIBIT A
ADDENDUM ("ADDENDUM") TO PROFESSIONAL SERVICES AGREEMENT

1. **ASSIGNMENT.** This Addendum applies to those certain: *Agreement for Professional Services*, dated April 22, 2024 ("**PSA**") between the Bella Tara Community Development District ("**District**" or "**Owner**") and Hanson, Walters & Associates Inc. ("**Professional**"), previously assigned to the District by Whaley Farms LLC. To the extent the terms of the original PSA conflict with this Addendum, the terms of this Addendum shall control.

2. **TRUTH-IN-NEGOTIATION CERTIFICATE.** Pursuant to Section 287.055, Florida Statutes, and for any lump-sum or cost-plus-a-fixed-fee professional services over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, either authorized initially or as a change order under the PSA, the Professional shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the Owner determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the PSA.

3. **REUSE OF DOCUMENTS.** All documents including drawings, plans and specifications furnished by Professional to Owner are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the PSA, all payments to the Professional shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. Professional shall make payments due to subconsultants within ten (10) days. All payments due and not made within the time prescribed by Section 218.74, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance.

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

6. **NO LIEN RIGHTS.** Professional agrees that the Owner is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, as against the Owner or the Owner's property, there are no lien rights available to any person providing materials or services for improvements in connection with the Project.

7. **NOTICES.** Notices provided to the Owner pursuant to the PSA shall be provided to the following individuals:

District:	Bella Tara Community Development District 219 E. Livingston Street Orlando, Florida 32801 Attn: District Manager
-----------	---

With a copy to:

Kutak Rock LLP
107 W. College Ave
Tallahassee, Florida 32301
Attn: District Counsel

8. COMPLIANCE WITH STATE AND OTHER LAWS. In the performance of this Agreement, the Professional must comply with any and all applicable federal, state and local laws, rules and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations include, but are not limited to, Chapter 119, Florida Statutes (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

9. PUBLIC RECORDS. Professional understands and agrees that all documents of any kind provided to the Owner in connection with this PSA may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law. Accordingly, Professional agrees to comply with all such laws, and cooperate with the Owner in retaining such records for the applicable time periods established under Florida law, and provision of such records in response to such requests. Professional shall promptly notify the Owner in the event that the Professional receives a request for any such records. To the extent applicable, the provisions of Section 119.0701, Florida Statutes are incorporated herein by this reference.

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT MANAGER, BELLA TARA COMMUNITY DEVELOPMENT DISTRICT, C/O GOVERNMENTAL MANAGEMENT SERVICES, 215 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, GFLINT@GMSCFL.COM, (407) 841-5524.

10. SCRUTINIZED COMPANIES STATEMENT. Pursuant to Section 287.135(2), Florida Statutes, Professional represents that Professional has not been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (together, "**Scrutinized Companies Lists**"), and is not engaged in business operations in Cuba or Syria. If the Professional or any of its Subconsultants is found to have falsely represented its status under Section 287.135(5), Florida Statutes, or has been placed on any of the Scrutinized Companies Lists or has been engaged in business operations in Cuba or Syria, the Professional shall immediately notify the District, at which time District may immediately terminate the PSA or may require the Professional, at the Professional's expense, to terminate any contractual relationship with any such Subconsultants.


11. PUBLIC ENTITY CRIMES STATEMENT. Pursuant to Section 287.133, Florida Statutes, Professional acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to

provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Professional represents that neither itself nor any subconsultants retained hereunder meet any of the prohibited criteria set forth in Section 287.133, Florida Statutes. If the Professional or any of its subconsultants is found to have falsely represented its status under Section 287.133, Florida Statutes, or later been placed on the convicted vendor list, the Professional shall immediately notify the District, at which time District may immediately terminate the PSA or may require the Professional, at the Professional's expense, to terminate any contractual relationship with any such subconsultants.

[SIGNATURES ON NEXT PAGE]


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

HANSON, WALTERS & ASSOCIATES INC.



By: SHAUN HINDLE
Its: PRESIDENT

BELLA TARA COMMUNITY DEVELOPMENT DISTRICT



By: ERNESTO MITSUMAGU
Its: CHAIRMAN

AIA[®] Document C103[®] – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the 22nd day of April in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Whaley Farms, LLC.
15484 SW 12th Street, Suite 309
Sunrise, FL 33326
CPerry@centerlineca.com

and the Consultant:
(Name, legal status, address, and other information)

Hanson, Walter & Associates, Inc.
8 Broadway, Suite 104
Kissimmee, FL 34741
shindle@hansonwalter.cm

Consultant's discipline:

Civil Engineering

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Whaley Farms
Kissimmee, Florida
Kissimmee Park Road Extension and Widening / St. Cloud, Florida Civil Engineering Design Services
HWA Job No. 5435-06-01

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION**
- 2 CONSULTANT’S RESPONSIBILITIES**
- 3 ADDITIONAL SERVICES**
- 4 OWNER’S RESPONSIBILITIES**
- 5 COPYRIGHTS AND LICENSES**
- 6 CLAIMS AND DISPUTES**
- 7 TERMINATION OR SUSPENSION**
- 8 COMPENSATION**
- 9 MISCELLANEOUS PROVISIONS**
- 10 SPECIAL TERMS AND CONDITIONS**
- 11 SCOPE OF THE AGREEMENT**

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project’s site and program; identity of the Architect, Owner’s contractors and other consultants, and Consultants’ subconsultants; anticipated procurement method; and other information relevant to the Consultant’s Services.)

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner’s anticipated design and construction schedule:

- .1 Design phase milestones, if any:
- .2 Date for commencement of construction:
- .3 Substantial Completion date:
- .4 Other milestone dates:

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant’s services, and the Consultant’s compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

1 Consultant's "**Basic Services**" consist of all Work and services described herein and in the Contract Documents, including, without limitation, Exhibit A, and all services reasonably incidental and inferable thereto, with the sole exception of Additional Services (as defined below). The Basic Services include the work and services of, and payment for, all Sub-consultants hired or retained by Consultant to perform any part of the Work.

§ 2.1.2 Consultant hereby represents, warrants, covenants, and agrees that, notwithstanding any and all impacts and disruptions of coronavirus (COVID-19 or a related coronavirus strain) within Consultant's control, including labor shortfalls and travel restrictions, ("**COVID-19 Disruptions**"), the Work can and shall be completed by the time frames set forth in the Project Schedule and without an upward adjustment to the amounts detailed in the Exhibit D Project Sum and Payment Schedule, both of which already account for all such potential COVID-19 Disruptions. Owner shall not be responsible for any COVID-19 Disruptions, nor for any other loss or damage whatsoever sustained by Consultant or Consultants, or for any additional costs or expenses incurred by Consultant or Consultants in connection with COVID-19 Disruptions. Notwithstanding the foregoing, Consultant shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of Consultant, whether caused by COVID-19 or other factors, including but not limited to delays caused by government entities in reviewing, approving, permitting, inspecting, or otherwise providing information or responses necessary for Consultant to perform the Work.

§ 2.1.3 Consultant shall assist Owner and/or Architect in connection with Owner's or Architect's responsibility for filing documents related to Consultant's Work required for the approval of governmental authorities having jurisdiction over the Project. When requested by Owner, Consultant shall participate, provide input, attend, and, where necessary, make presentations at and with respect to all meetings with governmental authorities and community groups reasonably necessary to obtain the necessary permits and approvals for the Work and Project. Consultant shall, at appropriate times, contact the governmental authorities required to approve any aspect of the Work. In performing the Work, Consultant shall adhere to and consider the Laws and the requirements of governmental authorities having jurisdiction.

2.1.4 In addition to engaging a general contractor to carry out the construction work, Owner, at its sole option, may engage a construction manager or Owner's representative for the purposes of assisting Owner with certain services. Such services may include, without limitation, construction cost estimating, construction cost review, and certain aspects of the administration of Owner's agreement with its contractor, but excluding those services associated with actual construction of the Project. Consultant shall, as a Basic Service, coordinate its Work and services under this Agreement with such construction manager or Owner's representative, as directed by Owner. Owner's engagement of a construction manager or Owner's representative shall not in any way modify, reduce, or otherwise limit the responsibilities and obligations of Consultant under this Agreement. Notwithstanding the foregoing, Consultant will not be responsible for the acts or omissions of the construction manager or Owner's representative.

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

Sean D. Hindle, PE
8 Broadway, Suite 104
Kissimmee, FL 34741
407-847-9433
shindle@hansonwalter.com

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance.

Consultant shall obtain, maintain, and pay for, at Consultant's expense, insurance set forth in the Insurance Requirements attached hereto as Exhibit B.

(Table deleted)

(Paragraphs deleted)

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1

"Additional Services" are not included in Basic Services but may be required for the Project. Consultant shall provide Additional Services after execution of this Agreement only after Owner provides its written approval for the performance of such Additional Services. If Owner wishes for Additional Services to be performed, Owner shall provide Consultant with written notice. If Consultant believes Additional Services are necessary, Consultant shall notify Owner in writing (the notice shall specify which Additional Services are requested or required and shall include Consultant's professional estimate of the cost and time implications of such services). Consultant shall not provide any Additional Services until Consultant receives Owner's written authorization to proceed. Failure to provide such notice and obtain the prior written approval of Owner with respect to any Additional Services shall constitute a waiver and release of any claim by Consultant for additional compensation or time on account of such services. Additional Services provided in accordance with this Article 3 shall entitle Consultant to compensation pursuant to Section 8.2.

§ 3.2

3.2 Notwithstanding anything to the contrary contained in this Agreement or elsewhere, no Work or services made necessary, to the extent caused by any failure, defect, deficiency, breach, act, or inaction on the part of Consultant or any Sub-consultants shall be compensated as an Additional Service or otherwise under this Agreement.

§ 3.3 To the extent visits to the Project site are to be compensated as Additional Services pursuant to this Agreement, the hourly period of time to be included in Consultant's invoices shall be the actual, substantiated time spent at the Project site, and not time spent commuting to and from the Project site.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

Alex Little, COO
15481 SW 12th Street, Suite 309
Sunrise, FL 33326
561-436-5058
alittle@centerlineca.com

(Paragraphs deleted)

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Owner, Owner architect, if any, Owner's contractor, and all of Owner's contractor's subcontractors, sub-subcontractors, and suppliers, as well as Owner's other consultants and separate contractors and designers, shall be permitted to use, reproduce, modify, maintain, incorporate, and copy Consultant's Instruments of Service, to the extent any such Instruments of Service are created for the Project, for purposes of constructing, using, maintaining, altering, completing, and adding to the Project. Consultant shall obtain similar approvals from Consultant's Sub-consultants consistent with this Agreement.

§ 5.2 Any drawings, specifications, plans, designs, creations, work product, concepts, images, renderings, mock-ups, profile documents, details, and other design documents of any nature prepared at any time by Consultant or by Sub-consultants and any computer tapes, discs, electronic data, 3-D renderings, or CADD and Digital Data (as defined below) files prepared by Consultant or by Sub-consultants are referred to herein as the "**Instruments of Service**". Owner shall have access, at all reasonable times, to inspect and make copies of the Instruments of Service. Upon the completion of the Project, the expiration of this Agreement, or upon any termination of this Agreement (collectively, "**Project End**"), all right, title and interest in and to the Instruments of Service paid for by Owner shall transfer automatically to Owner and be owned by Owner and become the property of Owner to use in Owner's sole discretion and Consultant hereby releases and waives, and shall cause all Sub-consultants to release and waive, all such rights, title and interest in and to the Instruments of Service, including all common law, statutory and other reserved rights and copyrights. Consultant shall obtain similar assignments and waivers in favor of Owner from all Sub-consultants. At Project End, Consultant shall provide Owner with Digital Data and with originals of all Instruments of Service (and in CADD format) and the Instruments of Service may be used by Owner in Owner's sole discretion. In the event the Owner uses the Instruments of service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses; provided, however, that this release shall not apply to the extent Consultant's or its subconsultant's Work at issue in such claims or causes of action fell below the Standard of Care

(Paragraphs deleted)

§ 5.3 At Owner's request and at any time, Consultant shall provide copies to Owner of the Instruments of Service in its native electronic formats ("**Digital Data**") and, upon request of Owner, in hard copy format. Digital Data shall be in Revit and computer aided design and drafting ("**CADD**") format for all record drawings. Revit and CADD files shall include all layers and reference files for fully functional, editable, and operational files. Consultant shall comply with and utilize Owner's Architect's, if any, and Owner's protocols governing the transmission and use of digital data.

§ 5.4 The provisions of this Article 5 shall survive the completion of the Project, any termination, or expiration of this Agreement.

ARTICLE 6 CLAIMS AND DISPUTES**§ 6.1 General**

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

§ 6.1.2 In connection with any dispute or litigation arising out of or related to this Agreement, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and costs incurred, including all attorneys' and experts' fees and costs incurred for litigation in any bankruptcy proceedings and at all trial and appellate levels, and in post-judgment collection proceedings, as well as the costs for proving the entitlement to and amount of the attorneys' fees incurred.

§ 6.1.3 Owner and Consultant irrevocably and unconditionally (a) submit to the exclusive jurisdiction of a court of competent jurisdiction in the County where the Project is located including any appellate court thereof; (b) agree that all claims, disputes, and other matters in question arising out of or relating to the Agreement or the transactions contemplated thereby shall be filed, heard and determined only in a court of competent jurisdiction in and for in the County where the Project is located; and (c) waive (i) any objection either party may have to the laying of venue and jurisdiction in the County where the Project is located, and (ii) any claim that such party may have that any such action or proceeding has been brought in an inconvenient forum.

(Paragraphs deleted)

§ 6.1.4 Provided that Owner continues to make payment to Consultant of amounts that are undisputed and due and owing under the Agreement, Consultant shall continue with its performance of Work hereunder during the pendency of any claim, dispute, or other matter in question between Owner and Consultant.

§ 6.1.5 The provisions of this Article 6 shall survive the completion of the Project, any termination of the Agreement, or expiration of the Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Should either party at any time breach any of its material obligations under this Agreement, the non-breaching party shall issue a written notice of default to the breaching party and provide the breaching party with an opportunity to cure. If the breaching party fails to cure the default or commence in good faith to cure the default within ten (10) days from receipt of the notice of default letter, this Agreement may be terminated by the non-breaching party upon not less than three (3) additional days' written notice.

§ 7.2 If Owner terminates the Agreement on account of Consultant's failure to cure any default or breach of its obligations in accordance with Section 7.1 of this Agreement, Owner shall be responsible to pay Consultant only for the Work performed in accordance with this Agreement up to the effective date of termination plus proven Reimbursable Expenses (as defined below) incurred up to the effective date of termination. In the event of termination under this Section 7.2, Consultant shall submit an invoice to Owner for Work performed in accordance with this Agreement up to the effective date of termination, plus Reimbursable Expenses incurred up to the effective date of termination, no later than 30 days after the termination occurred. Owner shall tender payment to Consultant, if any, less any reductions applied by Owner pursuant to Section 7.3 below, no later than thirty (30) days from the date of final completion of the construction of the Project. In no event shall Consultant be entitled to any additional damages, monies, fee, payment, or compensation.

§ 7.3 In the event Owner terminates this Agreement on account of Consultant's failure to cure any default or breach in accordance with Section 7.1 of this Agreement, any monies owed to Consultant, if any, upon such termination shall be reduced by the expenses and costs incurred by Owner including, but not limited to, any expenses and costs arising from, or related to, the correction and/or completion of Consultant's Work. If Owner's costs and damages exceed the unpaid balance, Consultant shall pay the difference to Owner within ten (10) days of Owner's written demand.

§ 7.4 If Consultant terminates the Agreement on account of Owner's failure to cure any default or breach of its obligations in accordance with Section 7.1 of this Agreement, Owner shall be responsible to pay Consultant only for

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the Work performed in accordance with this Agreement up to the effective date of termination plus proven Reimbursable Expenses incurred up to the effective date of termination. In the event of termination pursuant to this Section 7.4, Consultant shall submit an invoice to Owner for Work performed in accordance with this Agreement up to the effective date of termination, plus incurred and proven Reimbursable Expenses up to the effective date of termination, no later than 30 days after the termination occurred. Owner shall tender payment to Consultant no later than thirty (30) days from the date of Owner's receipt of Consultant's invoice. In no event shall Consultant be entitled to any additional damages, monies, fee, payment, or compensation.

§ 7.5 Owner may terminate this Agreement upon fourteen (14) days' written notice to Consultant for any reason or no reason for Owner's convenience and without cause.

§ 7.6 Upon termination of this Agreement by Owner for Owner's convenience, Consultant shall be entitled to compensation as set forth in Section 7.4 herein above. Under no circumstances shall Consultant be entitled to any additional damages, monies, fee, payment, or compensation.

§ 7.7 Any payment owed to Consultant in accordance with this Article 7 is subject to Consultant's prior delivery to Owner of the lien releases and waivers of lien and other back up documents required by this Agreement, and the Instruments of Service prepared in connection with the Project prior to the date of termination.

7.8 Notwithstanding anything to the contrary, within three (3) days of termination of this Agreement irrespective of whether by Consultant or by Owner (for either cause or for convenience), Consultant shall refund to Owner the any deposit, Down Payment, retainer, or any other payment made by Owner to Consultant to the extent of the amount of said funds which have not been utilized for the Work prior to the effective date of termination.

(Paragraph deleted)

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:

(Insert amount of, or basis for, compensation)

347,200.00

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:

(Insert amount of, or basis for, compensation.)

Per limit on SOV

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Per limit on SOV

(Table deleted)

§ 8.3 Compensation for Additional Services of Sub-consultants shall be the amount invoiced to Consultant plus zero percent (0%), or as follows:

§ 8.4

(Paragraphs deleted)

Compensation for Reimbursable Expenses

§ 8.4.1 "Reimbursable Expenses" are in addition to compensation for Basic Services and Additional Services and include expenses (but not labor) incurred by Consultant and Consultant's Sub-consultants directly related to the Project, as follows:

1. In-House Bulk Photocopying, postage, mounting board, plan reproduction, messenger service, delivery and overnight services of drawings, schedules, specifications and other Project-related documents and materials.
2. Data processing and photographic production techniques when used in connection to the Project including 3D renderings.
3. Fees paid for securing approvals and permits.
4. Any other reimbursable expense when authorized by Owner in writing.
 5. Consultant shall not incur any individual Reimbursable Expense in excess of Five Hundred Dollars and Zero Cents (\$500.00) or One Thousand Dollars (\$1,000.00) in the aggregate without Owner's prior written consent.
 6.

§ 8.4.2 Compensation for Reimbursable Expenses shall be the expense(s) incurred by Consultant and Sub-consultants with no markup of the expenses incurred (at cost).

§ 8.5 Payments to Consultant

(Paragraphs deleted)

§ 8.5.1 Payments shall be made pursuant to written "**Applications for Payment**" submitted by Consultant to Owner on a monthly basis based on percentage of completion of the Work. In order to be in a completed form, each Application for Payment shall contain all information required by Owner and the Agreement, including, but not limited to, an explanation of all Work and Additional Services performed (which shall contain the total cost, a breakdown of the tasks, hours and billers involved for that Work), an explanation of all Reimbursable Expenses incurred, and inclusion of all releases and waivers of lien from Consultant and from all Sub-consultants in a form acceptable to Owner. Owner will make payment of all undisputed amounts due and owing to Consultant no later than thirty (30) days following the receipt of a properly submitted and complete Application for Payment, satisfaction of all conditions to the making of that payment, and acceptance of the Work at issue by Owner. Notwithstanding anything to the contrary contained herein or elsewhere, Owner is not required to make any payment to Consultant, whether partial, final, or otherwise, unless and until Consultant has provided Owner with conditional lien waivers and releases of lien for each progress payment and for final payment (the only condition being payment by Owner), in the form acceptable to Owner, from Consultant and from all Sub-consultants who provided labor, services, or materials to the Project. Within ten (10) days following clearance of each payment from Owner, Consultant shall provide an unconditional release and waiver of lien (for each progress payment and for final payment) from Consultant and from all Sub-consultants in the form acceptable to Owner.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement and all claims, disputes, and other matters in question arising out of or relating to the Agreement or the transactions contemplated thereby shall be governed by the law of the State where the Project is located without giving effect to choice of law principles thereunder.

§ 9.2 Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Consultant shall not assign this Agreement without the prior written consent of Owner, provided that this shall not require prior written consent for any general collateral assignment of accounts receivable to a lender in the ordinary course of business. Owner may assign this Agreement to an entity controlled by Owner, to an affiliate or related entity, to a purchaser of the project, or to any lender(s) providing financing for the project, provided that such entity assumes the Owner's obligations from the effective date of the assignment. Consultant shall include a provision in its subcontract(s) allowing Consultant to assign said subcontract(s) without the Sub-consultant's consent in the event that this Agreement is terminated by Owner. Consultant hereby conditionally assigns its subcontracts to Owner, and such assignment becomes immediately effective upon (i) the termination of this Agreement by Owner, and (ii) Consultant's receipt from Owner of written notice accepting such assignment. Owner reserves the right to reject any Sub-consultant for any reason in Owner's sole discretion. Copies of executed and most current Sub-consultant subcontracts (including all change orders and amendments thereto) will be provided to Owner upon request. Consultant agrees to comply with the requirements of Owner's lender, if any, including, but not limited to, executing a

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collateral assignment of this Agreement to the lender and/or a will serve or performance letter in a form acceptable to Owner's lender.

§ 9.3 If Owner requests that Consultant execute certificates or consents, the proposed language of such certificates or consents shall be submitted to Consultant for review at least seven (7) days prior to the requested dates of execution. Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement. Any certification provided by Consultant shall be so provided based on Consultant's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than Consultant's professional opinion developed through and consistent with the Standard of Care.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Owner or Consultant. Consultant is an independent contractor and not an employee of Owner. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Owner (including any of its affiliates) and Consultant.

§ 9.5 Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Consultant shall not have the right to include photographic or artistic representations of the design of the Project among Consultant's promotional and professional materials without Owner's prior written approval. In addition, Consultant agrees not to recreate any designs or any other Instruments of Service, or any portions thereof, which, if constructed or otherwise materialized, would be reasonably identifiable with the Instruments of Service produced pursuant to this Agreement, without Owner's prior written consent. Consultant acknowledges that it may not utilize pictures, plans or sketches of the Project for publicity purposes including, but not limited to, contests, competitions, etc., without Owner's prior written consent. Consultant shall obtain agreements from its Sub-consultants consistent with this Section.

§ 9.7 The invalidity of any term, provision, or condition of the Agreement shall not invalidate the Agreement or its remaining terms, provisions, or conditions. If it is determined by a court of competent jurisdiction that any term, provision, or condition of the Agreement violates any law, or is otherwise invalid or unenforceable, then that term, provision, or condition shall be revised to the extent necessary to make that term, provision, or condition legal and enforceable (or such term, provision, or condition shall be deleted by a court of competent jurisdiction if determined necessary by a court of competent jurisdiction) and all other terms, conditions, and provisions shall remain in full force and effect and the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 9.8 All agreements between Consultant and Sub-consultants shall be in writing and shared with Owner upon request.

§ 9.9 No provision of the Agreement shall be deemed to have been waived by either party, either expressly, impliedly or by course of conduct, unless such waiver is in writing and signed by such party, which waiver shall apply only to the matter described in the writing and not to any subsequent rights of such party.

§ 9.10 The term "Owner" as used herein shall mean Owner or Owner's authorized representative(s).

§ 9.11 Consultant hereby represents to Owner that: (1) it is duly organized, legally existing, and in good standing under the laws of the jurisdiction where it is incorporated and in the State where the Project is located; (2) it is financially solvent and possesses sufficient experience, license, authority, personnel and working capital to complete the services required hereunder; (3) the execution of this Agreement by Consultant has been duly authorized by all necessary action by Consultant's governing board of directors, shareholders, managers, partners, members or other requisite governing persons or bodies, as applicable and the individual signing this Agreement has the authority to do so; and (4) there are no obligations, commitments, or impediments that will limit or prevent performance of the Work set forth in the Agreement. The person executing this Agreement represents that he/she has the authority to do so on behalf of the Consultant.

§ 9.12 WAIVER OF TRIAL BY JURY

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statutory, regulatory, or judicial requirement or other legal compulsion or Laws. Consultant expressly acknowledges and agrees that a breach of the terms and conditions of this Section would result in irreparable harm to Owner and that money damages would not be a sufficient remedy for any such breach. Accordingly, in the event of a breach or threatened breach by Consultant of any of the foregoing confidentiality provisions, and in addition to any other remedy provided herein or by law or in equity, Owner shall be entitled to seek appropriate equitable relief, including injunctive relief and specific performance, in any court of competent jurisdiction to the extent allowed by applicable law.

§ 9.20 Consultant shall maintain accounting records for all Work performed under this Agreement. Consultant shall also maintain detailed time records for services performed on a time and material basis for all personnel whose time is charged for those services. Consultant shall also obtain and maintain receipts for all Reimbursable Expenses. Owner and/or Owner's representative shall be afforded access to all such records and all Project records at all reasonable times for the purpose of conducting a review, examination and audit, and Consultant shall preserve all such records for a period of five (5) years after the final payment (or any termination) pursuant to this Agreement.

§ 9.21 All indemnities, representations, and waivers made by Consultant in favor of Owner and all matters that relate to the termination or expiration of the Agreement, that relate to ownership of documents, or that relate to insurance obligations, as well as all rights and obligations of the parties that may by their nature or terms be expected to survive the completion of the Project or any termination or expiration of this Agreement, shall survive and shall be given full force and effect notwithstanding the making of final payment, completion of the Project or any termination or expiration of the Agreement, but such survival shall not operate to extend any applicable statute of limitations.

ARTICLE 10 INDEMNIFICATION

§ 10.1 To the fullest extent permitted by law, Consultant shall indemnify defend (except for professional liability claims) and hold harmless Owner, Centerline Capital Advisors LLC, Owner's lenders, if any, as well as each of the foregoing entities' representatives, affiliates, parent companies, subsidiaries, officers, directors, partners, members, managers, employees, agents, successors, and assigns (collectively, the "**Indemnified Parties**"), from and against liabilities, losses, demands, damages, fines, costs, penalties, expenses, including reasonable attorneys' fees, court costs, and other litigation expenses (collectively, the "**Losses**" and each a "**Loss**"), arising out of, relating to, or connected with claims, actions, obligations, judgments, demands, liens, cause or causes of action, lawsuits, and liabilities asserted against Owner or the other Indemnified Parties caused by: (i) the Consultant's negligent performance of the Work; (ii) the failure to pay a Sub-consultant or other lienor or a Sub-consultant's failure to pay a lienor as and when due; (iii) a breach of the Agreement; (iv) infringement of any patent, trademark, or copyright; or (v) negligence, gross negligence, intentional wrongful misconduct or fraud, of Consultant or any Sub-consultant; provided, however, that: (a) Consultant's obligation to indemnify, and hold Owner and the other Indemnified Parties harmless from and against a Loss is limited to the portion of the Loss that is caused by Consultant or any Sub-consultant, or any other person or entity for whom Consultant is responsible, and (b) Consultant is not obligated to defend, indemnify, or hold Owner or the other Indemnified Parties harmless from and against the portion of the Loss that is caused by Owner or the other Indemnified Parties. Consultant shall not be required to defend any indemnitee against professional liability claims but shall reimburse the indemnitee for reasonable attorneys' fees and legal costs to the extent any such claim is caused by Consultant's negligence or willful misconduct.

§ 10.2 If any indemnification provision or portion of any indemnification provision in this Agreement is interpreted in a manner which would cause a violation of any part of the law of the State where the Project is located, the indemnification provision or portion of any such indemnification provision which is deemed to be in violation of such law shall be deemed void and unenforceable and the remaining indemnification terms and provisions of this Agreement shall be unimpaired and shall remain in full force and effect.

§ 10.3 ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Owner and Consultant, the risks have been allocated such that Owner agrees that to the fullest extent permitted by law, Consultant's total liability in the aggregate to Owner and any persons or entities claiming by, through or under Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, Consultant's negligence, errors,

omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed shall not exceed the maximum limit of applicable insurance required under this Agreement, irrespective of whether such coverage is actually available. For the avoidance of doubt, to the extent that the claim, damage or loss is partially (but not fully) covered by the insurance policies maintained by Consultant that are available to respond to such claim, damage or loss, then Consultant shall be liable for the remainder of such claim, damage or injury up to the maximum limit of applicable insurance required under this Agreement. Notwithstanding anything to the contrary, the limitation of liability set forth herein shall not be effective as to any claims, damages, or losses caused by the willful or intentional misconduct, fraud, fraudulent misrepresentation, or gross negligence of Consultant or any of its Sub-consultants.

This Agreement entered into as of the day and year first written above.

DocuSigned by:
Alex Little 4/24/2024
DF148A638CDA435...
OWNER (Signature)
Alex Little alittle@centerlineca.
(Printed name and title)

DocuSigned by:
Shawn D. Hindle 4/23/2024
3879D0FB83AD4F7...
CONSULTANT (Signature)
Shawn D. Hindle President
(Printed name and title)

EXHIBIT A

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CONSULTANT'S SCOPE OF WORK

Civil Engineering Design & Permitting Services:

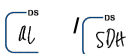
1. Complete Right of Way Improvements Plans for the Extension and Widening of Kissimmee Park Road for approximately 2.26 miles. The widening will be approximately 10,562 LF and the extension is approximately 1,348 LF. Plans will consist of paving, grading & drainage; plan & profiles; MOT plans; typical sections; cross sections, utility adjustment plans (to include utility coordination) and construction specifications.
 - 1A. Prepare access improvement plans for phased submittals for off-site roadways to be defined by the final TIA report being prepared by others.
2. Submit the Kissimmee Park Road Right of Way Improvements Plans to Osceola County for construction plan review and approval. Also includes plan revisions addressing staff comments and revisions, as necessary.
3. Prepare Utility Improvement Plan for extending the water, sewer, and reuse systems. Reuse and force main will be extended approximately 2.26 miles within the roadway widening and extension, and the water will be extended approximately 10,168 LF. Plans will include plan & profiles, typical sections, and construction specifications.
4. Prepare the FDEP Water, Sewer, & Reuse application forms for submittal to Toho Water Authority (TWA) and the Florida Dept. of Environmental Protection (FDEP) with the Utility Extension Plans for permitting and approval. Also includes addressing staff comments and plan revisions, as necessary.
5. Prepare the SFWMD Environmental Resource Permit application, calculations, report, and exhibits for submittal to the South Florida Water Management District for permitting the Stormwater Management System for the Kissimmee Park Road extension and widening, to include addressing staff comments and plan revisions, as necessary.
6. Prepare the Consumptive Use Water permit application, calculations, and exhibits for submittal to the SFWMD for approval of the Dewatering permit.
7. Prepare the NPDES application and the Stormwater Pollution Prevention Plan for submittal to FDEP for notice of intent for stormwater discharge and approval of the erosion control system.

Surveying Services:

8. Provide R/W Plans and Sketches and Descriptions for proposed Right of way, Stormwater retention ponds and slope easements.

Administration Services:

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9. Provide administration services during the design and permitting phase of the to include coordination, meetings, and correspondence with the client, team consultants, utility reps, and any permitting agencies, as necessary.
10. Provide administration services during the construction phase to include coordination, correspondence with review client, team consultants, utility reps, permitting agencies, contractor, and weekly team meetings, as necessary, review shop drawings, attend pre-construction meeting, review, and approve contractor draws, provide periodic site visits, as necessary including final walk-through.
11. Prepare a Schedule of Values as required by Osceola County.
Post Design / Bidding Services:
12. Provide Bidding Services on behalf of the Client, to include, but not limited to
 - Plan & Document Reproduction Services
 - Advertising for Bid
 - Responding to RFI's to Bidders
 - Receiving/Reviewing Bids
 - Assist Client with Award of Contract
- Post Design / Certification Services:
13. Prepare Certification of Construction Completion documentation for the Utility Extension improvements for submittal to TWA and FDEP for approval of the water, sewer, and reuse systems to obtain a "clearance for use". Also includes assistance with close-out requirements by TWA for final acceptance and providing "Record Drawings" certified by the Engineer of Record.
14. Based on as-built drawings for the water, sewer, and reuse utility systems to be provided by the Site Contractor as prepared by a Florida Registered Land Surveyor, including Cad file of the as built information on state plane coordinates as required by the Utility.
15. Prepare Certification of Construction Completion documentation for submittal to the South Florida Water Management District for approval of the surface water management system and transfer permit from construction phase to operation phase.
16. Based on as-built drawings for the pond (s) and control structure(s) to be provided by the Site Contractor as prepared by a Florida Registered Land Surveyor.
17. Provide Certification of Construction Completion documentation for the Kissimmee Park Road Extension and Widening for submittal to Osceola County for final acceptance of all improvements.
18. Based on as-built drawings for all RW Improvements to be provided by the Site Contractor as prepared by a Florida Registered Land Surveyor, to include a CAD

file of the as-builts.

Landscaping and Irrigation

19. Prepare Landscape and Irrigation plans for the parkways and median meeting the design standards of Osceola County as code minimum plans. NFC Landscaping to provide services.

No Rise Certification

20. Under separate cover.

Structural Design

21. Retaining Walls, End walls, box culvert will be provided under separate cover.

Signal Design

22. Under Separate cover, if necessary. Anticipate Cross Prairie Road at Kissimmee Park Road. Not yet determined by the traffic engineer, the county, and the pending Developer Agreement.

Exclusions

This fee does not include:

- planning & zoning services
- land surveying services
- subdivision platting
- architectural services
- structural engineering services
- transportation engineering analysis
- environmental analysis
- site lighting plan

- soils work, soils testing
- hydrogeology
- construction layout
- onsite construction observation
- courier fees, delivery fees
- application fees
- Right of way maps
- Right of way sketches of description

SCHEDULE OF FEES
FOR
PROFESSIONAL SERVICES

CONSULTING SERVICES

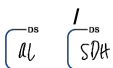
	<u>S/HR.</u>
A. Principal	\$ 330.00
B. Project Manager	200.00
C. Senior Engineer	205.00
D. Engineer	165.00
E. Senior Planner	150.00
F. CAD Design Technician	140.00
G. CAD Technician	125.00
H. Administrative	90.00
I. Project Coordinator/Scheduler	100.00
J. Surveying Services	
1. Survey Field Crew	175.00
2. GPS Survey Crew	175.00
3. Principal Land Surveyor	200.00
4. Associate Land Surveyor	125.00
5. Senior Technician (CAD / PSM)	125.00
6. Computer Technician (CAD)	125.00
K. Clerical Services	75.00
L. Miscellaneous Expenses	
a. Prints 24" x 36"/30" x 42" Blueprint or Xerox, ea.	2.00/3.00
b. Paper Sepia (Vellum) 24" x 36"/30" x 42", ea.	10.00/15.00
c. Sepia Mylar 24" x 36"/30" x 42", ea.	15.00/20.00
d. Xerox Copies, ea. mass reproduction (8 1/2" x 11")	.25
e. Xerox Copies, ea. mass reproduction (8 1/2" x 14")	.35
f. Xerox Copies, ea. (11" x 17")	1.00
g. Xerox Copies of Original Survey 8 1/2" x 14"	5.00
Plus each additional	1.00
h. Travel, per mile, portal to portal	.40
i. Printing, Graphics, Postage, etc.	Cost or Client
j. Long Distance Telephone Charges	Cost
k. Out of Town Expenses (Overnight)	Client
l. Sub-Consultant Services, Laboratory, Testing, etc.	Client
m. Permit and Application Fee Advances will not be provided	Client
n. Overnight Deliveries	Client

o. Courier Services

Client

- 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.

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EXHIBIT B**INSURANCE REQUIREMENTS**

Consultant shall purchase and maintain at all times during the performance of the Work and the term of this Agreement and for such extended term as required, at its sole expense, the following insurance, from companies authorized to do business in the State of Florida and with agents for service of process in the State of Florida. This required insurance will protect Consultant, Owner, and the other Indemnified Parties (as defined in the Agreement) from claims that may arise from or relate to Consultant's operations (and to the operations of Consultant's Sub-consultants), including completed operations, obligations, Work, acts and/or omissions under this Agreement for which Consultant may be liable whether such operations and obligations are performed by Consultant or by anyone directly or indirectly employed by Consultant, those under contract or agreement with Consultant, or by anyone for whose acts Consultant may be liable. Consultant shall cause each Sub-consultant to purchase and maintain, at their cost and expense, insurance of the types and amounts specified herein for consultant (which limits may be lower than those required of Consultant with Owner's prior written consent) including Owner and the other Indemnified Parties as additional insured. When requested by Owner, Consultant shall furnish to Owner copies of certificates of insurance evidencing coverage for each Sub-consultant.

Required insurance coverages:

1. **Workers' Compensation and Employers' Liability** - Workers' Compensation insurance and Employers' Liability insurance, with coverage, limits and coverage extensions as follows:
 - a. Workers' Compensation insurance covering Consultant and all persons employed by Consultant complying with the statutory requirements of the State of Florida, if any, but not less than \$500,000.00 per occurrence.
 - b. Employers' Liability insurance with limits of \$1,000,000 bodily injury by accident (each accident); \$1,000,000 bodily injury by disease (policy limit); and \$1,000,000 bodily injury by disease (each employee).
 - c. An express waiver of subrogation by the insurer against Owner and the other Indemnified Parties shall be included in favor of Owner and the other Indemnified Parties.
 - d. All sole proprietors, partners, officers, executives, and members shall not be excluded from coverage. Any person that elects to exclude themselves from coverage shall not be allowed at the Project.
 - e. Programs underwritten by any self-insured group require Owner's prior written consent. Use of leased employees, through an employment management company, professional employer organization, or other such company by Consultant or any Sub-consultant is expressly prohibited without Owner's prior written consent.

2. **Commercial Automobile Liability** – Automobile Liability insurance for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000. This insurance coverage must include all automotive and truck equipment used in the performance of the Work, and all other services, both on and off the Project site, including the loading, unloading and maintenance of such vehicles. The commercial automobile policy shall be further endorsed as follows:
 - a. Include Owner and the other Indemnified Parties as Additional Insured on a primary and non-contributing basis.
 - b. An express waiver of subrogation by the insurer against Owner and the other Indemnified Parties shall be included in favor of Owner and the other Indemnified Parties.
 - c. Cover liability arising out of any auto (including all owned, non-owned and hired automobiles, trucks, and trailers).

3. **Commercial General Liability** - "Occurrence Based" Commercial General Liability insurance including Broad Form Property Damage (including loss of use), Premises and Operations coverage, Products and Completed Operations coverage, bodily injury, Personal Injury coverage, sickness and disease coverage, Independent Contractor's Liability coverage, Blanket X, C, and U coverage, and Blanket Contractual Liability coverage, including, without limitation, written and oral contractual liability and Consultant's indemnity obligations under this Agreement. Required coverage limits shall be: \$1,000,000 Per Occurrence; \$2,000,000 General Annual Aggregate; \$2,000,000 Products/Completed Operations Annual Aggregate; and \$1,000,000 Personal and Advertising Injury Limit per Occurrence and in the Annual Aggregate. The Commercial General Liability Policy shall be on the current ISO Occurrence Form, CG 00 01 04 13, or its equivalent, and be further endorsed as follows:

- a. To the fullest extent permitted by law, include Owner and the other Indemnified Parties as Additional Insured for both the ongoing and completed operations of Consultant.
- b. Coverage available to Owner and the other Indemnified Parties shall apply on a primary and non-contributing basis with respect to any other insurance, deductibles, or self-insurance available to Owner and the other Indemnified Parties.
- c. Additional Insured status shall be provided on ISO forms CG 20 10 07/04 in combination with CG 20 37 07/04, or their equivalent.
- d. Coverage available to Owner and the other Indemnified Parties shall be at least as broad as that afforded to the first named insured.
- e. An express waiver of subrogation by the insurer against Owner and the other Indemnified Parties shall be included in favor of Owner and the other Indemnified Parties.
- f. The policy shall include a Separation of Insureds / severability of interest clause.
- g. The General Aggregate shall apply on a per project basis.

Consultant shall provide completed operations coverage for a period equal to the Statute of Repose in the State of Florida.

There shall be no endorsement or modification of the Commercial General Liability policy limiting the scope of coverage for liability assumed under a contract, explosion, collapse, residential projects, underground property damage, employment-related practices, damage to the named insured's work and/or relating to contractual coverage for work within 50 feet of railroad property.

4. **Umbrella / Excess Liability** - "Occurrence Based" Excess Liability (Umbrella) insurance, which shall be written on no less than a follow form basis above the general liability, automobile liability, and employers' liability coverages required by this Exhibit. The policy shall contain wording to the effect that, in the event of exhaustion of any underlying coverage due to the payment of claims, the umbrella liability policy shall "drop down" to apply as primary insurance. Said umbrella policy shall contain a "broad-as-primary" endorsement. The minimum required limits shall be \$5,000,000 per occurrence and in the annual aggregate, including coverage for Products Liability, Completed Operations, and Personal and Advertising Injury. The Umbrella / Excess Liability Policy shall be further endorsed as follows:

- a. To the fullest extent permitted by law, include Owner and the other Indemnified Parties as Additional Insured.
- b. Coverage available to Owner and the other Indemnified Parties shall apply on a primary and non-contributing basis with respect to any other insurance, deductibles, or self-insurance available to Owner and the other Indemnified Parties.
- c. Coverage available to Owner and the other Indemnified Parties shall be at least as broad as that afforded to the first named insured and as broad as the coverage provided by the underlying insurance.
- d. An express waiver of subrogation by the insurer against Owner and the other Indemnified Parties shall be included in favor of Owner and the other Indemnified Parties.
- e. The General Aggregate shall apply on a per project basis.
- f. The policy shall include a Separation of Insureds endorsement.

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User Notes:

(1937130032)

Umbrella / Excess Liability coverage shall be maintained and Consultant shall provide completed operations coverage for a period equal to the Statute of Repose in the State of Florida.

5. **Professional Liability** – Coverage insuring bodily injury, property damage, and/or financial damages as a result of negligent acts, errors, or omissions arising out of or related to the performance or failure to perform professional services in the minimum amounts of \$3,000,000 each claim and \$3,000,000 in the aggregate. The Professional Liability policy shall be further endorsed as follows:
- a. To provide a definition of professional services appropriate to include services provided to Owner by or on behalf of Consultant and Sub-consultants including services in their capacity as a designer, consultant, architect, or engineer.
 - b. If written on a claims made policy form, the policy retroactive date shall be on or before the first date of professional services provided by Consultant to Owner.
 - c. Consultant is required to maintain Professional Liability coverage for the entirety of the Project and maintain coverage (or purchase an extended reporting period if coverage is not renewed) for a period post Project completion equal to the Statute of Repose in the State of Florida.
 - d. In the event any claim is asserted against Consultant's Professional Liability policy which may result in less than \$3,000,000 being available for Owner's protection, Consultant shall promptly notify Owner and provide Owner with any information regarding such claim which is reasonably requested by Owner. Consultant shall immediately purchase additional coverage limits to restore the available limit of insurance to the amounts indicated above.

General Requirements for Required Insurance

1. The cost of all insurance, including premiums and deductibles, is included in Consultant's fee for Basic Services. The aforementioned insurance policies must be maintained with insurers having a minimum A.M. Best rating of "A-VIII" throughout the term of this Agreement and as otherwise stated herein. All of the aforementioned insurance coverage shall be primary to and noncontributory with any coverage Owner and the other Indemnified Parties may have. Consultant and Sub-consultants shall be responsible for all premiums, defense costs, and deductibles. The additional insured endorsement shall state that the coverage provided to Owner and the other Indemnified Parties is primary and non-contributory with respect to any other insurance available to Owner and the other Indemnified Parties.
2. All required policies shall provide Owner with written notice thirty (30) days before any coverage is non-renewed or cancelled or before there is any expiration, interruption, or material reduction in coverage. In addition, if any insurance policy required herein is not to be immediately replaced without a lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Consultant shall give Owner prompt written notice upon actual or constructive knowledge of such condition.
3. Upon Owner's request, Consultant shall provide Owner with a Certificate(s) and copies of specific policy forms and endorsements (including Additional Insured, Waiver of Subrogation and Written Notice of Cancellation) required herein within ten (10) days of the Effective Date, and thereafter within ten (10) days of Owner's written request, evidencing the coverages described herein and the payment of the premium for such insurance. Certificates of Insurance evidencing the continuation of completed operations coverage for the required period following completion of the Work shall be provided with Consultant's application for final payment and thereafter upon any renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.
4. The insurance requirements set forth herein are considered minimum. Owner assumes no responsibility for the adequacy of the insurance in covering Consultant and Sub-consultants for potential liabilities under this Agreement. Additionally, the requirements for insurance described herein shall in no way be interpreted as relieving, reducing or limiting the liability of Consultant or any party operating on behalf of Consultant, including

their obligation to indemnify Owner and the other Indemnified Parties required under this Agreement.

5. Should insurance coverage procured by Consultant in compliance with these requirements have a reduction in coverage below the minimum requirements, Consultant shall immediately inform Owner of the reduction in coverage and report on the steps taken by Consultant to immediately restore coverage at the required levels. Should any required coverage be eroded, Consultant shall notify Owner of such impairment and shall immediately take steps, at Consultant's expense, to restore both per occurrence and aggregate limits of liability to the minimum required amounts.
6. The insurance provided pursuant to this Exhibit must not be subject to any deductible in excess of \$25,000 unless approved by Owner in writing. No self-insured retention is acceptable unless approved by Owner in writing.
7. If Consultant's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage permitting coverage for a suit by one insured against another. The policies provided by Consultant and Sub-consultants shall provide that acts or omissions of one of the Additional Insureds shall not reduce or avoid coverage to Owner or the other Additional Insureds and shall contain severability of interest provisions in favor of the Additional Insureds and Owner.
8. Consultant hereby waives, and shall cause all Sub-consultants to waive, all claims for recovery from Owner and the other Indemnified Parties, for any loss or damage covered by any of the insurance policies required to be maintained under the Agreement.
9. No provision hereof shall impose on Owner any duty or obligation to verify the existence or adequacy, including identifying a deficiency from evidence provided, of the insurance coverage maintained by Consultant, nor shall Owner be responsible for any representations or warranties made by or on behalf of Consultant to any insurance company or underwriter. The acceptance of Certificate(s) of Insurance by Owner does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance coverage provided is in compliance with the requirements of this Agreement and any failure on the part of Owner to pursue or obtain the evidence of insurance required by the Agreement from Consultant and/or failure of Owner to point out any non-compliance of such evidence of insurance shall not constitute a waiver of any of the insurance requirements in this Exhibit.
10. In addition to being included as an additional insured (excepting Worker's Compensation and Professional Liability policies), Owner shall be listed as a "certificate holder" on the certificates of insurance required hereunder.

Consultant hereby waives, and shall cause all Subconsultants to waive, all rights and claims for subrogation against Owner and the other Indemnified Parties.

EXHIBIT D

PROJECT SUM & PAYMENT SCHEDULE

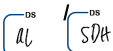
Date: 4/22/2024 Schedule of Values - Exhibit B Owner: Whaley Farms, LLC. Hanson, Walter & Associates, Inc. Civil Engineering						
Job	Cost Code	DESCRIPTION OF WORK ITEM	UNIT	UNIT COST	QUANTITY	TOTAL
50-9910	1-04-0010	Right of Way Improvement Plans	1	105000	1	105,000.00
50-9910	1-04-0010	Access Improvement Plans	1	15000	1	15,000.00
50-9910	1-04-0010	Submittal of Right of Way Plans	1	10000	1	10,000.00
50-9910	1-04-0010	Utility Improvement Plans	1	18000	1	18,000.00
50-9910	1-04-0010	FDEP Application & Submittal	1	12000	1	12,000.00
50-9910	1-04-0010	SFWMD Environmental Resource Permit Ap	1	24000	1	24,000.00
50-9910	1-04-0010	Consumptive Water Permit Ap	1	6000	1	6,000.00
50-9910	1-04-0010	NPDES Application SPP Plan	1	2000	1	2,000.00
50-9910	1-04-0010	Administration Budget	1	70000	1	70,000.00
50-9910	1-04-0010	Post Design Bidding	1	8500	1	8,500.00
50-9910	1-04-0010	Post Design Certification	1	18000	1	18,000.00
50-9910	1-04-0010	Landscape & Irrigation Plans	1	58700	1	58,700.00
Total						347,200.00

Init.

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User Notes:

(1937130032)





ADDENDUM #1 TO LETTER OF AGREEMENT dated 04/16/24

March 23, 2025



Rock Harbor Investments LLC
DBA Whaley Farms LLC
c/o Centerline Capital Advisors
15481 SW 12th Street, #309
Sunrise, Florida 33326
kevin@rockharborinvestments.com

Whaley due from KPR
Approved
4-15-2025

Re: **Kissimmee Park Road Extension and Widening / St. Cloud, Florida
Civil Engineering Services / RW Modification
HWA Job No. 5435-06-01**

Hanson, Walter & Associates, Inc. is pleased to provide you with this proposal for professional services in connection with your proposed project as follows:

Civil Engineering Design & Permitting Services:

1. Revise the existing Right of Way Improvements Plans for the Extension and Widening of Kissimmee Park Road for approximately 2.26 miles, reducing the right of way width from 102' to 100', as required by Osceola County. Plans will consist of paving, grading & drainage; plan & profiles; MOT plans; typical sections; cross sections, utility adjustment plans (to include utility coordination) and construction specifications..... Time and Material NTE \$ **85,000.00**
2. Submit the revised Kissimmee Park Road Right of Way Improvements Plans to Osceola County for construction plan review and approval. Also includes plan revisions addressing staff comments and revisions, as necessary Time and Material NTE \$ **5,000.00**
3. Revise the existing Utility Improvement Plans for extending the water, sewer, and reuse systems. Reuse and forcemain will be extended approximately 2.26 miles within the roadway widening and extension, and the water will be extended approximately 10,168 LF. Plans will include plan & profiles, typical sections, and construction specifications Time and Material NTE \$ **12,000.00**
4. Revise the existing SFWMD Environmental Resource Permit application, calculations, report, and exhibits for submittal to the South Florida Water Management District for permitting the Stormwater Management System for the Kissimmee Park Road extension and widening, to include addressing staff comments and plan revisions, as necessary \$ **13,000.00**

Total Civil Engineering Design & Permitting Services Time and Material NTE \$ 115,000.00

Administration Services:

1. Provide administration services during the redesign and re-permitting phase of the to include coordination, meetings, and correspondence with the client, team consultants, utility reps, and any permitting agencies, as necessary **T & M Budget \$ 15,000.00**
 2. Prepare a revised Schedule of Values as required by Osceola County **\$ 2,000.00**
- Total Administration Services Budget \$ 17,000.00**

Exclusions

This fee does not include:

- planning & zoning services
- land surveying services
- subdivision platting
- architectural services
- structural engineering services
- transportation engineering analysis
- environmental analysis
- landscape / irrigation design services
- site lighting plan / photometrics
- soils work, soils testing
- hydrogeology
- construction layout
- onsite construction observation
- courier fees, delivery fees
- application fees
- Right of way maps
- Right of way sketches of description



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

Scope of Services

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask the Client recognize that as the project progresses, the scope of services as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Work Not Specified" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

Work Not Specified

Work not specified in the above proposal items will not be performed without your prior knowledge and approval. When merited, we will provide you with a lump sum fee for additional services. Otherwise, additional services will be performed on an hourly basis at the rates shown under "Schedule of Fees for Professional Services".

Hourly Charges

Hourly work will be billed at our current prevailing hourly rates, but are subject to change, due to increasing labor and material costs. Hourly work performed outside of the normal business hours will be billed at 1½ times the direct labor cost and overhead.

Permit and Application Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review or permit fees, or other charges assessed by said agencies. These fees shall be paid for by the Client.

Reproduction and Outside Service Fees

The above service fees include the cost of printing and/or reproduction necessary for permitting submittals and approvals plus up to five (5) additional sets of drawings and documents for the Owner. Additional copies of documents and/or drawings will be invoiced to you as direct charges as per "Schedule of Fees for Professional Services." All mailings or deliveries postage and overnight shall be assigned to a client provided account number and is the client's responsibility. There will not be any upfront of permit fees or any other costs by Hanson, Walter & Associates, Inc. pertaining to the execution of the contract and securing of plans and permits.



Ownership of Documents

Hanson, Walter & Associates, Inc. will retain ownership of the original documents pertaining to this project and will not release copies of same without authorization from you or your agent.

Invoicing and Payment

A retainer will not be required prior to the work being performed. All work will be invoiced approximately the 10th day of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. If payment is not received within thirty (30) days of the invoice date, a late charge will be added to the invoice in an amount not to exceed 1-1/2% per month on the outstanding balance.

If payment is not received within forty-five (45) days of the invoice date, the Consultant may terminate this Agreement or suspend work under the Agreement until payments have been made in full. Client agrees to pay all costs of collection, including reasonable attorney fees, should such action be required.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party without prior written consent of this firm.

Design Professionals Contractual Limitation on Liability

All limitation of liability rights and privileges afforded to design professionals per Section 558.0035, Florida Statutes are reserved thereby granting immunity to design professionals from tort liability within the course and scope of the performance of a professional services contract. This Contract is between Hanson, Walter & Associates, Inc. and the undersigned Client and does not name an individual employee or agent as a party to the Contract. **PURSUANT TO THIS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Acceptance

This proposal and fee schedules are based on the acceptance within thirty (30) days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein. Please sign the Agreement and return to our office. Receipt of the executed Agreement will serve as our Notice to Proceed.

Termination

Either party may terminate this contract with cause upon providing thirty (30) days written notice to the other party. In the event of termination, Hanson, Walter & Associates, Inc. will be reimbursed for all fees and expenses incurred to date by Hanson, Walter & Associates, Inc. and/or our Consultants.



Acceptance of Proposal

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This Proposal Accepted By

Shawn Hindle For _____
Cameron Hindle, P.E.

Client Signature

Print Name

3-23-2025

Date

Date

w/ attachments

SCHEDULE OF FEES
FOR
PROFESSIONAL SERVICES

<u>CONSULTING SERVICES</u>	<u>\$/HR.</u>
A. Principal	\$ 330.00
B. Project Manager	200.00
C. Senior Engineer	205.00
D. Engineer	165.00
E. Senior Planner	150.00
F. CAD Design Technician	140.00
G. CAD Technician	125.00
H. Administrative	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	125.00
5. Senior Technician (CAD / PSM)	125.00
6. Computer Technician (CAD)	125.00
 K. Clerical Services	75.00
 L. Miscellaneous Expenses	
a. Prints 24" x 36"/30" x 42" Blueprint or Xerox, ea.	2.00/3.00
b. Paper Sepia (Vellum) 24" x 36"/30" x 42", ea.	10.00/15.00
c. Sepia Mylar 24" x 36"/30" x 42", ea.	15.00/20.00
d. Xerox Copies, ea. mass reproduction (8 ½"x 11")	.25
e. Xerox Copies, ea. mass reproduction (8 ½" x 14")	.35
f. Xerox Copies, ea. (11" x 17")	1.00
g. Xerox Copies of Original Survey 8½" x 14"	5.00
Plus each additional	1.00
h. Travel, per mile, portal to portal	.40
i. Printing, Graphics, Postage, etc.	Cost or Client
j. Long Distance Telephone Charges	Cost
k. Out of Town Expenses (Overnight)	Client
l. Sub-Consultant Services, Laboratory, Testing, etc.	Client
m. Permit and Application Fee Advances will not be provided	Client
n. Overnight Deliveries	Client
o. Courier Services	Client
• 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.	



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

Client/Owner Profile

Contact Information

Date:

Client Name:	Property Owner:
Address:	Address:
Phone:	Phone:
Additional Phone:	Additional Phone:
Fax:	Fax:
E-Mail:	E-Mail:

Billing Contact:
Billing Address:
Phone:
Fax:
E-Mail:

Job Contact:
Phone:
Mobile Phone:
E-Mail:

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

Job #
Project Name
Project Manager
Engineer

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

Revision 1/1/04

Letter of Authorization

Date _____

RE:

To Whom It May Concern:

This letter does hereby authorize _____ and Hanson, Walter & Associates, Inc. to act as representative for _____ and _____

(Client)

(Owner)

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 _____.

Sincerely,

STATE OF FLORIDA
COUNTY OF _____

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

20____, by _____, who is personally known to me, or who
(name of person making statement)

produced _____ as identification.

SEAL:

Notary Public Signature: _____



ADDENDUM #2 TO LETTER OF AGREEMENT dated 04/16/24

April 8, 2025



Rock Harbor Investments LLC
DBA Whaley Farms LLC
c/o Centerline Capital Advisors
15481 SW 12th Street, #309
Sunrise, Florida 33326
kevin@rockharborinvestments.com

Whaley due from KPR
Approved
4-15-2025

Re: **Kissimmee Park Road Extension and Widening / St. Cloud, Florida**
Structural Design Consulting Services by FBT/ Floodplain Consulting Services by HCE
HWA Job No. 5435-06-01

Hanson, Walter & Associates, Inc. is pleased to provide you with this proposal for professional services in connection with your proposed project as follows:

Sub-Consultant Services:

1. Florida Bridge and Transportation, Inc. to provide Structural Design Services for the concrete box culvert for Kissimmee Park Road Extension (See attached for Full Scope).... **\$30,632.49**
2. Humphries Consulting and Engineering, Inc. to provide floodplain services for the proposed Kissimmee Park Road Extension. (See attached for Full Scope) **\$ 48,500.00**

Total for Sub-Consultant Services \$ 79,132.49

Exclusions

This fee does not include:

- planning & zoning services
- land surveying services
- subdivision platting
- architectural services
- transportation engineering analysis
- environmental analysis
- landscape / irrigation design services
- site lighting plan / photometrics
- soils work, soils testing
- hydrogeology
- construction layout
- onsite construction observation
- courier fees, delivery fees
- application fees
- Right of way maps
- Right of way sketches of description

Scope of Services

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask the Client recognize that as the project progresses, the scope of services as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Work Not Specified" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

Work Not Specified

Work not specified in the above proposal items will not be performed without your prior knowledge and approval. When merited, we will provide you with a lump sum fee for additional services. Otherwise, additional services will be performed on an hourly basis at the rates shown under "Schedule of Fees for Professional Services".

Hourly Charges

Hourly work will be billed at our current prevailing hourly rates, but are subject to change, due to increasing labor and material costs. Hourly work performed outside of the normal business hours will be billed at 1½ times the direct labor cost and overhead.

Permit and Application Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review or permit fees, or other charges assessed by said agencies. These fees shall be paid for by the Client.

Reproduction and Outside Service Fees

The above service fees include the cost of printing and/or reproduction necessary for permitting submittals and approvals plus up to five (5) additional sets of drawings and documents for the Owner. Additional copies of documents and/or drawings will be invoiced to you as direct charges as per "Schedule of Fees for Professional Services." All mailings or deliveries postage and overnight shall be assigned to a client provided account number and is the client's responsibility. There will not be any upfronting of permit fees or any other costs by Hanson, Walter & Associates, Inc. pertaining to the execution of the contract and securing of plans and permits.



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

Ownership of Documents

Hanson, Walter & Associates, Inc. will retain ownership of the original documents pertaining to this project and will not release copies of same without authorization from you or your agent.

Invoicing and Payment

A retainer will not be required prior to the work being performed. All work will be invoiced approximately the 10th day of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. If payment is not received within thirty (30) days of the invoice date, a late charge will be added to the invoice in an amount not to exceed 1-1/2% per month on the outstanding balance.

If payment is not received within forty-five (45) days of the invoice date, the Consultant may terminate this Agreement or suspend work under the Agreement until payments have been made in full. Client agrees to pay all costs of collection, including reasonable attorney fees, should such action be required.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party without prior written consent of this firm.

Design Professionals Contractual Limitation on Liability

All limitation of liability rights and privileges afforded to design professionals per Section 558.0035, Florida Statutes are reserved thereby granting immunity to design professionals from tort liability within the course and scope of the performance of a professional services contract. This Contract is between Hanson, Walter & Associates, Inc. and the undersigned Client and does not name an individual employee or agent as a party to the Contract. **PURSUANT TO THIS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Acceptance

This proposal and fee schedules are based on the acceptance within thirty (30) days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein. Please sign the Agreement and return to our office. Receipt of the executed Agreement will serve as our Notice to Proceed.

Termination

Either party may terminate this contract with cause upon providing thirty (30) days written notice to the other party. In the event of termination, Hanson, Walter & Associates, Inc. will be reimbursed for all fees and expenses incurred to date by Hanson, Walter & Associates, Inc. and/or our Consultants.



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING. SURVEYING & PLANNING

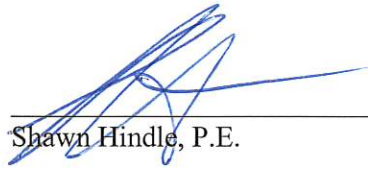
8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433

Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Acceptance of Proposal

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This Proposal Accepted By



Shawn Hindle, P.E.

Client Signature

Print Name

4-8-2025

Date

Date

w/ attachments



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SCHEDULE OF FEES
FOR
PROFESSIONAL SERVICES

<u>CONSULTING SERVICES</u>		<u>\$/HR.</u>
A.	Principal	\$ 330.00
B.	Project Manager	200.00
C.	Senior Engineer	205.00
D.	Engineer	165.00
E.	Senior Planner	150.00
F.	CAD Design Technician	140.00
G.	CAD Technician	125.00
H.	Administrative	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	125.00
5.	Senior Technician (CAD / PSM)	125.00
6.	Computer Technician (CAD)	125.00
K.	Clerical Services	75.00
L.	Miscellaneous Expenses	
	a. Prints 24" x 36"/30" x 42" Blueprint or Xerox, ea.	2.00/3.00
	b. Paper Sepia (Vellum) 24" x 36"/30" x 42", ea.	10.00/15.00
	c. Sepia Mylar 24" x 36"/30" x 42", ea.	15.00/20.00
	d. Xerox Copies, ea. mass reproduction (8 1/2" x 11")	.25
	e. Xerox Copies, ea. mass reproduction (8 1/2" x 14")	.35
	f. Xerox Copies, ea. (11" x 17")	1.00
	g. Xerox Copies of Original Survey 8 1/2" x 14"	5.00
	Plus each additional	1.00
	h. Travel, per mile, portal to portal	.40
	i. Printing, Graphics, Postage, etc.	Cost or Client
	j. Long Distance Telephone Charges	Cost
	k. Out of Town Expenses (Overnight)	Client
	l. Sub-Consultant Services, Laboratory, Testing, etc.	Client
	m. Permit and Application Fee Advances will not be provided	Client
	n. Overnight Deliveries	Client
	o. Courier Services	Client
	• 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.	



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Client/Owner Profile

Contact Information

Date:

Client Name:	Property Owner:
Address:	Address:
Phone:	Phone:
Additional Phone:	Additional Phone:
Fax:	Fax:
E-Mail:	E-Mail:

Billing Contact:
Billing Address:
Phone:
Fax:
E-Mail:

Job Contact:
Phone:
Mobile Phone:
E-Mail:

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

Job #
Project Name
Project Manager
Engineer

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

Revision 1/1/04

Letter of Authorization

Date _____

RE:

To Whom It May Concern:

This letter does hereby authorize _____ and Hanson, Walter & Associates, Inc. to act as representative for _____ and _____

(Client)

(Owner)

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 _____.

Sincerely,

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____,

20____, by _____, who is personally known to me, or who
(name of person making statement)

produced _____ as identification.

SEAL:

Notary Public Signature: _____



HANSON. WALTER & ASSOCIATES. INC.

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Florida Bridge and Transportation, Inc.
Structural Engineers

December 13, 2024

Shawn Hindle, PE

Hanson, Walter & Associates, Inc.
Civil Engineering, Land Surveying & Planning
8 Broadway, Suite 104
Kissimmee, FL 34741

RE: Kissimmee Park Road Widening and Extension - Concrete Box Culvert at Station ~
118+50
Concrete Box Culvert Design
Proposal for Structural Design Services
FBT Project Number 24-79.01

Dear Shawn,

Florida Bridge and Transportation, Inc. (FBT) is pleased to submit this proposal to Hanson, Walter, & Associates (HWA) for engineering services for the above referenced project. The scope of design services for this work order includes the following:

- 1) Provide structural design and plans for a double barrel, 12' x 10' x 238' cast in place concrete box culvert using FDOT's CBC spreadsheet/Mathcad program around station 118+50. The plans sheets will at minimum consist of a Key, Signature, Plan and Elevation at culvert, typical and longitudinal section, railing details, data tables for FDOT Standard Plans Index 400-289 and load rating form as the CBC will be a bridge culvert. A bridge number will also be requested from FDOT District 5.
- 2) The project deliverables will consist of a preliminary and a final submittal. FBT will provide a pdf of the project plans to HWA at each submittal. FBT will provide up to a pdf of structural calculations at each submittal (as necessary).
- 3) The project specifications are expected to be FDOT Standard Specifications for Road and Bridge Construction.

FBT will respond to review comments from the client as necessary for project completion.

We propose a total lump sum fee of \$30,632.49 for all the basic structural engineering services indicated above. Additional or optional design services are not included in the basic services above.

The scope and fee indicated above does not include the following services:

- Utility coordination
- Permitting

- Post design services such as site visits during construction, review of shop drawings, review of RFIs, or review of the bids and payment requests from the contractor
- Development of As-Built or Construction Record Drawings
- Construction inspection or observation of on-going or completed construction
- Coordination with agencies regarding permitting

In order for FBT to perform these services, we will need the following information from others:

- Soil borings, groundwater elevations, corrosion series testing, muck probing, and related geotechnical property recommendations for concrete box culvert design
- Topographical survey file with both existing and proposed contours

The items indicated above, or any other services not included in the basic scope of design services described above, may be provided for an additional fee. A supplemental agreement must be negotiated prior to the additional work being performed by FBT. Additional services required for this project may be provided based on an addendum to this agreement. Fees for additional services will be addressed on a case by case basis.

This proposal will become invalid if not executed within 90 days.

We are prepared to commence the structural design services upon receipt of a written notice to proceed.

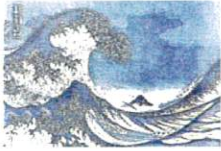
Very truly yours,

Florida Bridge and Transportation, Inc.



Mike Hebert, P.E.
Vice President





HUMPHRIES CONSULTING & ENGINEERING, INC.

December 3, 2024

Mr. Shawn Hindle, PE, President
Hanson, Walter & Associates, Inc.
8 Broadway, Suite 104
Kissimmee, FL 34741

RE: Scope of Floodplain Consulting Services for Proposed Kissimmee Park Road

Dear Mr. Hindle,

This proposal is to provide floodplain consulting services for the proposed Kissimmee Park Road Extension in St. Cloud, Florida. A table detailing the anticipated tasks and fees follows on page 2 of this agreement. If required, typical FEMA review turnaround is 8-12 months for a CLOMR.

The scope and fees in this agreement do not include survey costs, City of St. Cloud review fees, sediment transport analysis, wetland drawdown analysis; or preparation of proposed construction plans or detailed demonstration of compliance with the Endangered Species Act (required for CLOMR requests).

This proposal of five pages sets forth in full our agreement regarding this work, and is effective for thirty days from the date above. Terms and Conditions follow on the last three pages of this proposal. Please return one copy of this agreement with your signature and the date below indicating your written understanding and acceptance of the tasks, fees, and terms described herein. Thank you for the opportunity to serve you on this project.

Sincerely,

Jim Humphries, PE, President
Humphries Consulting & Engineering, Inc.

Acceptance of Agreement

Shawn Hindle, P.E.	President	Hanson, Walter & Associates, Inc.
_____ Name	_____ Title	_____ Company

<i>Shawn Hindle</i>	12-3-2024
_____ Signature	_____ Date

Payment is immediately upon receipt of payment by our client, Whaley Farms LLC.

<u>Task Description</u>	<u>Estimated maximum hours</u>	<u>Estimated Fee</u>
Task 1		
Hydraulic modeling, including (a) revised existing canal conditions based on most recent surveys (b) proposed roadway crossing design (c) as necessary modifications to culvert design in order to provide a no-rise condition	60	\$18,000
Task 2		
Assembly of hydraulic report and workmaps to include the standard deliverables for a CLOMR request (minus MT-2 Forms) to provide proper and defensible documentation for a No-Rise Certification, if possible*	60	\$18,000
Task 3		
If required due to a No-Rise conditions not being met, submit a request to City of St. Cloud and to FEMA for a Conditional Letter of Map Revision. Address administrative and technical questions from FEMA reviewers. Does not include providing documentation of compliance with or statements regarding the Endangered Species Act, required by FEMA to initiate CLOMR review.	20	\$6,000
Other Expenses		
FEMA review fee for a CLOMR		\$6,500
Total Estimated Fees for No-Rise*		\$36,000
Total Estimated Fees for CLOMR*		\$48,500

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

C. Scope and fees include one in-person project coordination meeting and one meeting with the community to review FEMA requests, and phone calls for detail coordination and major updates. Regular project updates and communication shall via email or other electronic communication.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting,

or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$5,000 or the total amount of compensation received by Engineer, whichever is less.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 5 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



HANSON, WALTER & ASSOCIATES, INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

ADDENDUM #3 TO LETTER OF AGREEMENT dated 04/16/24

April 14, 2025

Rock Harbor Investments LLC
DBA Whaley Farms LLC
c/o Centerline Capital Advisors
15481 SW 12th Street, #309
Sunrise, Florida 33326
kevin@rockharborinvestments.com



Approved Whaley on KPR
4-18-2025

Re: **Kissimmee Park Road Extension and Widening / St. Cloud, Florida
Geotechnical Engineering Services Subconsultant
HWA Job No. 5435-06-01**

Hanson, Walter & Associates, Inc. is pleased to provide you with this proposal for professional services in connection with your proposed project as follows:

Sub-Consultant Services:

1. Geotechnical Engineering Services provided by Tierra (See attached for Full Scope) ...\$6,500.00

Total for Sub-Consultant Services \$ 6,500.00

Exclusions

This fee does not include:

- planning & zoning services
- land surveying services
- subdivision platting
- architectural services
- transportation engineering analysis
- environmental analysis
- landscape / irrigation design services
- site lighting plan / photometrics
- soils work, soils testing
- hydrogeology
- construction layout
- onsite construction observation
- courier fees, delivery fees
- application fees
- Right of way maps
- Right of way sketches of description

Scope of Services

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask the Client recognize that as the project progresses, the scope of services as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Work Not Specified" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

Work Not Specified

Work not specified in the above proposal items will not be performed without your prior knowledge and approval. When merited, we will provide you with a lump sum fee for additional services. Otherwise, additional services will be performed on an hourly basis at the rates shown under "Schedule of Fees for Professional Services".

Hourly Charges

Hourly work will be billed at our current prevailing hourly rates, but are subject to change, due to increasing labor and material costs. Hourly work performed outside of the normal business hours will be billed at 1½ times the direct labor cost and overhead.

Permit and Application Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review or permit fees, or other charges assessed by said agencies. These fees shall be paid for by the Client.

Reproduction and Outside Service Fees

The above service fees include the cost of printing and/or reproduction necessary for permitting submittals and approvals plus up to five (5) additional sets of drawings and documents for the Owner. Additional copies of documents and/or drawings will be invoiced to you as direct charges as per "Schedule of Fees for Professional Services." All mailings or deliveries postage and overnight shall be assigned to a client provided account number and is the client's responsibility. There will not be any upfronting of permit fees or any other costs by Hanson, Walter & Associates, Inc. pertaining to the execution of the contract and securing of plans and permits.



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

Ownership of Documents

Hanson, Walter & Associates, Inc. will retain ownership of the original documents pertaining to this project and will not release copies of same without authorization from you or your agent.

Invoicing and Payment

A retainer will not be required prior to the work being performed. All work will be invoiced approximately the 10th day of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. If payment is not received within thirty (30) days of the invoice date, a late charge will be added to the invoice in an amount not to exceed 1-1/2% per month on the outstanding balance.

If payment is not received within forty-five (45) days of the invoice date, the Consultant may terminate this Agreement or suspend work under the Agreement until payments have been made in full. Client agrees to pay all costs of collection, including reasonable attorney fees, should such action be required.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party without prior written consent of this firm.

Design Professionals Contractual Limitation on Liability

All limitation of liability rights and privileges afforded to design professionals per Section 558.0035, Florida Statutes are reserved thereby granting immunity to design professionals from tort liability within the course and scope of the performance of a professional services contract. This Contract is between Hanson, Walter & Associates, Inc. and the undersigned Client and does not name an individual employee or agent as a party to the Contract. **PURSUANT TO THIS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Acceptance

This proposal and fee schedules are based on the acceptance within thirty (30) days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein. Please sign the Agreement and return to our office. Receipt of the executed Agreement will serve as our Notice to Proceed.

Termination

Either party may terminate this contract with cause upon providing thirty (30) days written notice to the other party. In the event of termination, Hanson, Walter & Associates, Inc. will be reimbursed for all fees and expenses incurred to date by Hanson, Walter & Associates, Inc. and/or our Consultants.



HANSON. WALTER & ASSOCIATES. INC.

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Acceptance of Proposal

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This Proposal Accepted By



Shawn Hindle, P.E.

Client Signature

Print Name

4-14-2025

Date

Date

w/ attachments



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING. SURVEYING & PLANNING

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SCHEDULE OF FEES
FOR
PROFESSIONAL SERVICES

<u>CONSULTING SERVICES</u>		<u>\$/HR.</u>
A.	Principal	\$ 330.00
B.	Project Manager	200.00
C.	Senior Engineer	205.00
D.	Engineer	165.00
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F.	CAD Design Technician	140.00
G.	CAD Technician	125.00
H.	Administrative	90.00
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3.	Principal Land Surveyor	200.00
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5.	Senior Technician (CAD / PSM)	125.00
6.	Computer Technician (CAD)	125.00
K.	Clerical Services	75.00
L.	Miscellaneous Expenses	
	a. Prints 24" x 36"/30" x 42" Blueprint or Xerox, ea.	2.00/3.00
	b. Paper Sepia (Vellum) 24" x 36"/30" x 42", ea.	10.00/15.00
	c. Sepia Mylar 24" x 36"/30" x 42", ea.	15.00/20.00
	d. Xerox Copies, ea. mass reproduction (8 1/2" x 11")	.25
	e. Xerox Copies, ea. mass reproduction (8 1/2" x 14")	.35
	f. Xerox Copies, ea. (11" x 17")	1.00
	g. Xerox Copies of Original Survey 8 1/2" x 14"	5.00
	Plus each additional	1.00
	h. Travel, per mile, portal to portal	.40
	i. Printing, Graphics, Postage, etc.	Cost or Client
	j. Long Distance Telephone Charges	Cost
	k. Out of Town Expenses (Overnight)	Client
	l. Sub-Consultant Services, Laboratory, Testing, etc.	Client
	m. Permit and Application Fee Advances will not be provided	Client
	n. Overnight Deliveries	Client
	o. Courier Services	Client
	• 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.	



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Client/Owner Profile

Contact Information

Date:

Client Name:	Property Owner:
Address:	Address:
Phone:	Phone:
Additional Phone:	Additional Phone:
Fax:	Fax:
E-Mail:	E-Mail:

Billing Contact:
Billing Address:
Phone:
Fax:
E-Mail:

Job Contact:
Phone:
Mobile Phone:
E-Mail:

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

Job #
Project Name
Project Manager
Engineer

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

Revision 1/1/04



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING. SURVEYING & PLANNING

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 Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Letter of Authorization

Date _____

RE:

To Whom It May Concern:

This letter does hereby authorize _____ and Hanson, Walter & Associates, Inc. to act as representative for _____ and _____

(Client)

(Owner)

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 _____.

Sincerely,

STATE OF FLORIDA
COUNTY OF _____

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

20____, by _____, who is personally known to me, or who
(name of person making statement)

produced _____ as identification.

SEAL:

Notary Public Signature: _____



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING. SURVEYING & PLANNING

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TIERRA

January 8, 2025

Hanson, Walter & Associates, Inc.
8 Broadway, Suite 104
Kissimmee, Florida 34741

Attn: Mr. Pete Glasscock
pglasscock@hansonwalter.com
Construction Manager

RE: Proposal
Geotechnical Engineering Services
Kissimmee Park Road Improvements
Osceola County, Florida
Tierra Proposal No. 55-25-002

Mr. Glasscock:

Tierra, Inc. (Tierra) appreciates the opportunity to submit the enclosed proposal to provide geotechnical engineering services for the above referenced project. This proposal includes our understanding of the project, proposed scope of services and estimated fees.

Project Description

We understand the project consists of improvements to Kissimmee Park Road from Lake Tohopekaliga Road to the proposed new intersection with Cross Prairie Parkway in Osceola County, Florida. At this time Tierra has been asked to perform two (2) full depth pavement cores along the existing Kissimmee Park Road within the western limits of the project, and two (2) SPT borings within the limits of a proposed new box culvert (at the WPA Canal) at the eastern end of the project just west of the intersection with Cross Prairie Parkway. The box culvert will be approximately 238 ft. in length and consist of 12 ft. x 10 ft. twin culverts with cast-in-place wing walls. Conceptual plans depicting the improvements and the requested boring/core locations were provided to us at the time of this proposal.

The listed assumptions have been used for the purpose of preparing this proposal. Adjustments to the scope of services may be necessary if the planned improvements differs from the noted assumptions.

Geotechnical Scope of Services

Our geotechnical exploration and evaluation will include the following scope of services in order to develop geotechnical recommendations:

1. Review published geologic and topographic information. This published information will be obtained from the appropriate quadrangle map published by the United States Geological Survey (USGS) and the "Soil Survey of Osceola County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).

2. Conduct a visual site reconnaissance of the project site and coordinate utility clearance via Sunshine One Call.
3. Perform a geotechnical field study consisting of borings, subsurface sampling, and field testing. We plan to perform the following:
 - a. Perform two (2) full depth pavement cores along the roadway improvement limits.
 - b. Perform two (2) Standard Penetration Test (SPT) borings to a depth of 40 feet within the limits of the planned box culvert structure.

Some limited hand clearing may be required in order for our drilling equipment to access the borings at the planned box culvert site. This proposal includes costs for limited hand clearing of paths to allow for drill rig access.

4. Measure the groundwater levels at the boring locations and estimate normal seasonal high groundwater elevations.
5. Visually classify and stratify the recovered soil samples in the laboratory using the AASHTO Soil Classification System and conduct a limited laboratory testing program.
6. Provide soil parameters for use in the design of the proposed new box culvert and associated wing wall foundations including soil unit weight, internal angle of friction, subgrade modulus and maximum soil bearing pressure.
7. Prepare an engineering report that summarizes the course of study pursued, the field data generated, subsurface conditions encountered and our engineering recommendations in each of the pertinent topic areas.

Service Fee

It is proposed that the fee for performance of the above-outlined services be determined on a lump sum basis for a fee of **\$6,500.00**. The work will be performed pursuant to Tierra's General Conditions, which are enclosed herewith and incorporated by reference into this proposal. We will provide you with verbal results of tested conditions and immediately notify you should conditions impacting our scope, schedule, or cost of services occur.

Schedule

We are in a position to start work on the assignment within approximately 2 weeks of receipt of authorization to proceed. The first tasks will be to stake/locate the borings in the field, coordinate site access and obtain utility clearances for the borings. We anticipate 1 to 2 days to complete the drilling and pavement coring work. Engineering and laboratory testing will be initiated thereafter, requiring a further 2 weeks to complete. From notice to proceed through submittal of the report will require approximately 4 to 5 weeks. A preliminary summary of our findings can be provided after our borings are completed and laboratory testing has been performed.

Closure

We appreciate the opportunity to be of service to you. If this proposal is acceptable, please sign below as notice to proceed and return one (1) copy of this proposal intact to our office or prepare a subconsultant agreement for these services. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Respectfully Submitted,

TIERRA, INC.


Luis Almodovar

Luis A. Almodovar, P.E.
Geotechnical Engineer

Kenneth L. Symonds Jr.

Kenneth L. Symonds, P.E.
Senior Geotechnical Engineer

Attachment: Tierra General Conditions

AUTHORIZED BY:	INVOICE TO:
Name: <i>Pete Glessecek</i>	Company: <i>HWT</i>
Title: <i>CONSTRUCTION MANAGER</i>	Name:
Signature: 	Address: <i>8 Broadway Kissimmee 34741</i>
Date: <i>1/8/25</i>	Phone: <i>407.847.9433</i>

TIERRA GENERAL CONDITIONS

1. SCOPE OF WORK - Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra as set forth in Tierra's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Tierra. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Tierra's work. Tierra shall have no duty or obligation to any third party greater than that set forth in Tierra's proposal, Client's acceptance of Tierra's proposal and these General Conditions. The ordering of work from Tierra, or the reliance on any of Tierra's work, shall represent acceptance of the terms of Tierra's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. RIGHT OF ENTRY - The client will provide right-of-entry for Tierra and all necessary equipment in order to complete the work. While Tierra will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.

3. DAMAGE TO EXISTING MAN-MADE OBJECTS - The Client will provide the location of all underground utilities or obstructions to Tierra who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold Tierra harmless for any damages to subterranean structures or utilities which are not called to Tierra's attention and correctly shown on the plans furnished and will reimburse Tierra for any expenses in connection with any claims or suits including reasonable attorney fees.

4. IN-PLACE MATERIALS TESTING - Tierra will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.

5. SAMPLE RETENTION - Tierra will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.

6. DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES) - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.

6.1 The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse the contractor in any way for defects discovered in the contractor's work. It is understood that Tierra will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.

7. STANDARD OF CARE - Service performed by Tierra under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7.1 Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Tierra and that the data, interpretations and recommendations of Tierra are based solely on the information available to it. Tierra shall not be responsible for the interpretation by others of information developed.

8. ORAL AGREEMENTS - No oral agreement, guarantee, promise, representation or warranty shall be binding.

9. OWNERSHIP OF DOCUMENTS - All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by Tierra, as instruments of service, shall remain the property of Tierra until final payment is received.

TIERRA GENERAL CONDITIONS

10. BASIS OF PAYMENT - Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.

10.1 If the Client fails to make any payment due to Tierra for service and/or expenses within 60 days of date of invoice, Tierra may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to Tierra in full. Further, Tierra may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, Tierra shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.

10.2 In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse Tierra for expenses in connection with any claims or suits, including reasonable attorney's fees.

10.3 This contract shall be governed by the laws of the State of Florida.

11.0 CONSTRUCTION REVIEW - Tierra cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with Tierra's conclusions and recommendations.

12.0 INDEMNIFICATION - Tierra agrees to hold harmless and indemnify Client from and against liability arising out of Tierra's negligent performance of the work. Client agrees to indemnify and hold Tierra harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which Tierra was not solely negligent.

13.0 LIMITATION OF LIABILITY - The Client/Owner agrees to limit Tierra's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of Tierra shall not exceed \$25,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from Tierra's negligent professional acts, errors or omissions.

13.1 If Client prefers to have higher limits on professional liability, Tierra agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

14.0 INSURANCE - Tierra represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation Insurance and Employer's Liability Insurance in conformance with applicable state laws. Tierra has such coverage under public liability and property damage insurance policies that Tierra deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.

14.1 Within the limits and conditions of such insurance, Tierra agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by Tierra, its agents, staff and consultants employed by it. Tierra shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. Tierra shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.

14.2 Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Tierra will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

15.0 TERMINATION - This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Tierra shall be paid for services performed to the termination notice date plus reasonable termination expenses.

15.1 In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, Tierra may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for Tierra in completing such analyses, records and reports.

TIERRA GENERAL CONDITIONS

16.0 CLIENT'S OBLIGATION TO NOTIFY TIERRA - Client represents and warrants that it has advised Tierra of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which Tierra is to do work hereunder, and unless Tierra has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save Tierra harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Tierra's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Tierra by Client.

17.0 HAZARDOUS MATERIALS - This agreement shall not be interpreted as requiring Tierra to assume the status of an owner, operator, generator, store, transporter, treatment or disposal facility as those terms appear within the Resource Conservation and Recovery Act (RCRA) or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

18.0 DESIGN PROFESSIONALS LIMITATION OF LIABILITY – IN ACCORDANCE WITH FLORIDA STATUTE 558.0035, A DESIGN PROFESSIONAL EMPLOYED BY TIERRA, INC. OR AGENT IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURING DURING THE COURSE AND SCOPE OF A PROFESSIONAL SERVICES CONTRACT.

SECTION D

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.
NAME: Jeff Blandford
ADDRESS: 500 E Donegan Ave, Kissimmee, FL 34744-1928
TELEPHONE NUMBER: 407-343-7800 / 407-34-0047
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.
\$ 382,245.41
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)

2/24/26

Date

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: 2026.02.24 09:35:44-05'00'

Authorized Signature (Title)

2/24/2026

Date

Attachment: Purchase Order and Schedule of Items

PURCHASE ORDER
BELLA TARA COMMUNITY DEVELOPMENT DISTRICT

"Owner"		"Seller"	
Owner:	Bella Tara Community Development District	Seller:	World Electric Supply, Inc.
Address:	c/o 219 E. Livingston Street Orlando, Florida 32801	Address:	500 E Donegan Ave Kissimmee, FL 34744-1928
Phone:	(407) 841-5524	Phone:	407-343-7800 / 407-343-0047

"Project"			
Project Name:	Klissimmee 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 20 days from the date of this Order.

Price – \$382,245.41

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: 2/24/26

WORLD ELECTRIC SUPPLY, INC.

Seller

By: 

Name: Jeff Blandford

Title: Sales

Date Executed: 2/23/26

EXHIBIT A: Proposal

EXHIBIT B: Terms and Conditions

EXHIBIT A
VENDOR'S PROPOSAL



A Sonepar Company

WORLD ELECTRIC SUPPLY, LLC.
500 E DONEGAN AVENUE
KISSIMMEE, FL 34744-1928
407-343-7800 Fax 407-343-0047

jeff.blandford@worldelectricsupply.com

QUOTE TO:
 BELLA TARA COMMUNITY DEVELOPMENT
 DIST C/O JR DAVIS CONSTRUCTION
 219 E LIVINGSTON STREET
 ORLANDO, FL 32801-1538

SHIP TO:
 #KISSIMMEE PARK RD WIDENING SE
 KISSIMMEE PARK ROAD
 & BELLA TARA BLVD
 SAINT CLOUD, FL 34769

Quotation

QUOTE DATE	QUOTE NUMBER
11/17/25	S060519430
PAGE NO.	
1 of 3	

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO		
601950	2262-05				
SALESPERSON		SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE	
JEFF BLANDFORD		TK02	No	11:59pm ET 11/16/25	
ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
17380ft	98006006008	PVC. 300P 3IN SCH40 PVC PIPE	197.191	c	34271.80
28ea	98002000168	GEL 300G90 3IN 90D GAL ELB 3 IN 90DEG GALV ELBOW	40.558	e	1135.62
65ea	98006006248	PVCFIT 300P FA 3 IN PVC COND FEMALE ADAPTER	253.854	c	165.01
28ea	98006006170	PVCFIT 300P CA 3 IN PVC COND CAP	761.509	c	213.22
14200ft	98006006030	PVC. 400P40-20FT 4 IN SCH40 PVC CONDUIT 20FT LENGTH	271.902	c	38610.08
6ea	98002000170	GEL 400G90 4IN 90D GAL ELB 4 IN 90DEG GALV ELBOW	65.640	e	393.84
12ea	98006006250	PVCFIT 400P FA 4 IN PVC COND FEMALE ADAPTER	340.357	c	40.84
51000ft	98006006034	PVC. 600P40-20FT 6IN SCH40 PVC CONDUIT 20FT LENGTH	502.314	c	256180.14
32ea	98002000174	GEL 600G90 6IN 90D GAL ELB 6 IN 90DEG GALV ELBOW	406.112	e	12995.58
64ea	98006006254	PVCFIT 600P FA 6 IN PVC COND FEMALE ADAPTER	1117.529	c	715.22
6500ft	98010069793	WIC. BARE 4/0 STR19 SD MR Cuts: 13 @ 500 ft	5268.527	m	34245.43

*** Continued on Next Page ***



A Sonepar Company

WORLD ELECTRIC SUPPLY, LLC.
 500 E DONEGAN AVENUE
 KISSIMMEE, FL 34744-1928
 407-343-7800 Fax 407-343-0047

Quotation

QUOTE DATE	QUOTE NUMBER
11/17/25	S060519430
PAGE NO.	
2 of 3	

jeff.blandford@worldelectricsupply.com

QUOTE TO:
 BELLA TARA COMMUNITY DEVELOPMENT
 DIST C/O JR DAVIS CONSTRUCTION
 219 E LIVINGSTON STREET
 ORLANDO, FL 32801-1538

SHIP TO:
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 KISSIMMEE PARK ROAD
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 SAINT CLOUD, FL 34769

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601950	2262-05				
SALESPERSON		SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE	
JEFF BLANDFORD		TK02	No	11:59pm ET 11/16/25	
ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
240ft	98010063416	WIC. THHN 4/0 STR BLK MR Cuts: 1 @ 240 ft	5643.185	m	1354.36
9ea	05112853461	3M 302-R-3X1000FT 3X1000FT RED CAUTION TAPE READS CAUTION BURIED ELECTRIC LINE BELOW	37.403	e	336.63
20ea	98006006973	PVC GLGAL-1 1 GAL PVC CEMENT	34.382	e	687.64
20ea	78325031340	IDEAL 31-340 6500FT 210LB PULL LINE	45.000	e	900.00

TERMS & CONDITIONS

~~All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at: <https://www.worldelectricsupply.com/terms#sale>. Additional or conflicting terms are rejected, void, and of no force or effect.~~

Subtotal	382245.41
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	382245.41



A Sonepar Company

WORLD ELECTRIC SUPPLY, LLC.
500 E DONEGAN AVENUE
KISSIMMEE, FL 34744-1928
407-343-7800 Fax 407-343-0047

jeff.blandford@worldelectricsupply.com

QUOTE TO:
 BELLA TARA COMMUNITY DEVELOPMENT
 DIST C/O JR DAVIS CONSTRUCTION
 219 E LIVINGSTON STREET
 ORLANDO, FL 32801-1538

SHIP TO:
 #KISSIMMEE PARK RD WIDENING SE
 KISSIMMEE PARK ROAD
 & BELLA TARA BLVD
 SAINT CLOUD, FL 34769

Quotation

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11/17/25	S060519430
PAGE NO.	
3 of 3	

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO
601950	2262-05		
SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE
JEFF BLANDFORD	TK02	No	11:59pm ET 11/16/25

Terms and Conditions of Sale for Quotes

- A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
- B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
- C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer's proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.
- D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.
- E. Seller is not responsible for the design of the project or any goods supplied.
- F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
- G. Pre-shipment of anchor bolts is plus freight.
- H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
- I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller's President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.
- J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.
- K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.
- L. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.
- M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.
- N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARs, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

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 World Electric Supply 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.



Signature of Authorized Representative

Chairman

Title

Bella Tara CDD

Purchaser's Name (Print or Type)

2/24/26

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 E

Bella Tara Community Development District

Change order to Purchase Order #2262-02

Change Order No. 2

Project: Kissimmee Park Road Widening Seg 2&3

Date 3/3/2026

Owner: Bella Tara CDD

Seller: Ferguson Waterworks

Contractor: Jr. Davis Construction Company, Inc.


ITEM NO.	CHANGE ON PURCHASE ORDER	DESCRIPTION OF CHANGE	AMOUNT + / (-)
	Add'l Fittings - ARV	add	\$ 83,172.20
	Add'l Material - Sample Points	add	\$ 9,926.20
	Add'l Material - Casing Pipe/Spacers	add	\$ 153,904.03

Net Change Order Amount \$ 247,002.43

Purchase Order Amount Prior to Change Order \$ 2,594,852.45

Revised Purchase Order Amount \$ 2,841,854.88

Comments _____

Acceptable To:  Date 3/9/26
 Ferguson Waterworks

Acceptable To: 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: 2026.03.06 10:24:16-0500 Date 3/6/2026
 Jr. Davis Construction Company, Inc.

Approved By:  Date 3/10/26
 Bella Tara Community Development District

Deliver To: From: Nicholas Pellegrino nicholas.pellegrino1@ferguson.com Comments:
--

JDC RFCO11

Phone: 407-859-7473
Fax: 407-859-9561

10:10:02 MAR 03 2026

Page 1 of 2

FEL-ORLANDO WATERWORKS #126

Price Quotation
Phone: 407-859-7473
Fax: 407-859-9561

Bid No: B668194
Bid Date: 03/02/26
Quoted By: NP

Cust Phone: 407-841-5524
Terms: NET 10TH PROX

Customer: BELLA TARA COMMUNITY DEVEL
219 E LIVINGSTON ST
C/O JR DAVIS CONSTRUCTION C
DPO 2262-02 KISSIMMEE PK
ORLANDO, FL 32801

Ship To: BELLA TARA COMMUNITY DEVEL
219 E LIVINGSTON ST
C/O JR DAVIS CONSTRUCTION C
DPO 2262-02 KISSIMMEE PK
ORLANDO, FL 32801

Cust PO#: 2262-NEED

Job Name: DPO 2262-02 KISSIMMEE PK

Item	Description	Quantity	Net Price	UM	Total

FM FITTINGS					

MJ4P4LA16	16 MJ C153 P-401 45 BEND L/A	6	1698.820	EA	10192.92
MJ1P4LA16	16 MJ C153 P-401 11-1/4 BEND L/A	8	1713.320	EA	13706.56
SSLCEP16	16 PVC WDG REST GLND PK *ONELOK	28	312.010	EA	8736.28
	SUBTOTAL				32635.76

RECLAIM FITTINGS					

MJ4LA20	20 MJ C153 45 BEND L/A	6	1032.400	EA	6194.40
MJ1LA20	20 MJ C153 11-1/4 BEND L/A	8	1016.160	EA	8129.28
SSLCEP20	20 PVC WDG REST GLND PK *ONELOK	28	463.300	EA	12972.40
	SUBTOTAL				27296.08

WM FITTINGS					

MJ1LA24	24 MJ C153 11-1/4 BEND L/A	4	1356.620	EA	5426.48
MJ2LA24	24 MJ C153 22-1/2 BEND L/A	1	1550.000	EA	1550.00
SSLCEP24	24 PVC WDG REST GLND PK *ONELOK	10	537.000	EA	5370.00
	SUBTOTAL				12346.48

FM ARV ASSY (1)					

MJTP4LA16U	16X6 MJ C153 P-401 TEE L/A	1	1902.980	EA	1902.98
SSLCEP16	16 PVC WDG REST GLND PK *ONELOK	2	312.010	EA	624.02
SDMCPEP06	6 SIGMA FOSTER ADPT W/ MJ ACC KIT	1	228.000	EA	228.00
DDMR63CTF	6X3 MJ C153 PERMOX RED L/A *X	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
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
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

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<https://survey.medallia.com/?bidsorder&fc=126&on=71747>

JDC RFCO11

Fax: 407-859-9561

10:10:02 MAR 03 2026

Reference No: B668194

Item	Description	Quantity	Net Price	UM	Total
FNWNBGS61RF8M	3 316 SS 150# RR FF 1/8 FLG PKG	1	30.000	EA	30.00
WPH30G	13X16X32 GREE POLY ARV ENC	1	625.000	EA	625.00
	SUBTOTAL				10893.88

Net Total: \$83172.20
Tax: \$0.00
Freight: \$0.00
Total: \$83172.20

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 REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

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 Govt Buyers: All items are open market unless noted otherwise.

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09:29:03 FEB 19 2026

Reference No: B667202

Item	Description	Quantity	Net Price	UM	Total
	SUBTOTAL				7210.80
Net Total:					\$9926.20
Tax:					\$0.00
Freight:					\$0.00
Total:					\$9926.20

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FEL-ORLANDO WATERWORKS #126
 801 THORPE ROAD
 ORLANDO, FL 32824-8016

Deliver To:
 From: Nicholas Pellegrino
 nicholas.pellegrino1@ferguson.com
 Comments:

JDC RFCO09

Phone: 407-859-7473
 Fax: 407-859-9561

16:25:36 JAN 26 2026

Page 1 of 2

FEL-ORLANDO WATERWORKS #126

Price Quotation
 Phone: 407-859-7473
 Fax: 407-859-9561

Bid No: B662189
Bid Date: 12/23/25
Quoted By: NP

Cust Phone: 407-841-5524
Terms: NET 10TH PROX

Customer: BELLA TARA COMMUNITY DEVEL
 219 E LIVINGSTON ST
 C/O JR DAVIS CONSTRUCTION C
 DPO 2262-02 KISSIMMEE PK
 ORLANDO, FL 32801

Ship To: BELLA TARA COMMUNITY DEVEL
 219 E LIVINGSTON ST
 C/O JR DAVIS CONSTRUCTION C
 DPO 2262-02 KISSIMMEE PK
 ORLANDO, FL 32801

Cust PO#: CASING PIPE/SPACERS

Job Name: DPO 2262-02 KISSIMMEE PK

Item	Description	Quantity	Net Price	UM	Total

	36" STEEL CASING LEAD TIME 7-10 DAYS				
SP-DSCP37536FT	36 X .375 STL CASING PIPE	600	183.000	FT	109800.00
	SUBTOTAL				109800.00

	SS CASING SPACERS LEAD TIME 7-10 DAYS				
ASSI82C5	24X36 SS CASING SPACER	90	195.000	EA	17550.00
	SUBTOTAL				17550.00

	WATER				

MJ4LA24	24 MJ C153 45 BEND L/A	2	1568.320	EA	3136.64
MJ2LA24	24 MJ C153 22-1/2 BEND L/A	1	1950.000	EA	1950.00
SSLCEP24	24 PVC WDG REST GLND PK *ONELOK	6	537.000	EA	3222.00
	SUBTOTAL				8308.64

	RECLAIM				

DR18PP16	16 C900 DR18 CL235 PVC PURP PIPE	120	36.206	FT	4344.72
SPWPC16	16 SIGMA BELL REST F/ C900 *PVLOK	4	416.978	EA	1667.91
	SUBTOTAL				6012.63

	16" GATE VALVE (1)				

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
	SUBTOTAL				6212.68

	16" FITTINGS				

MJ4LA16	16 MJ C153 45 BEND L/A	4	881.000	EA	3524.00
SSLCEP16	16 PVC WDG REST GLND PK *ONELOK	8	312.010	EA	2496.08



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Reference No: B662189

Item	Description	Quantity	Net Price	UM	Total
SUBTOTAL					6020.08
			Net Total:		\$153904.03
			Tax:		\$0.00
			Freight:		\$0.00
			Total:		\$153904.03

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.

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SECTION VIII

SECTION C

SECTION 1

Bella Tara
Community Development District

Unaudited Financial Reporting
February 28, 2026



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5	<hr/>	Capital Projects Fund Series 2025 AA1
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7	<hr/>	Month to Month
8	<hr/>	Long Term Debt Report

Bella Tara
Community Development District
Combined Balance Sheet
February 28, 2026

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 10,044	\$ -	\$ -	\$ 10,044
Due from General Fund	-	-	-	-
Due from Capital Projects	4,156	-	-	4,156
Due from Developer	-	-	-	-
Investments:				
Series 2025 AA1				
Reserve	-	1,157,575	-	1,157,575
Interest	-	477,684	-	477,684
Revenue	-	-	-	-
Prepayment	-	9,783	-	9,783
Sinking	-	-	-	-
Construction	-	-	-	-
Cost of Issuance	-	-	28	28
Series 2025 AA1				
Reserve	-	911,513	-	911,513
Interest	-	780,000	-	780,000
Revenue	-	-	-	-
Prepayment	-	14,710	-	14,710
Sinking	-	-	-	-
Construction	-	-	12,045,559	12,045,559
Construction - Restricted	-	-	-	-
Cost of Issuance	-	-	43	43
Prepaid Expenses	-	-	-	-
Deposits	-	-	-	-
Total Assets	\$ 14,200	\$ 3,351,264	\$ 12,045,630	\$ 15,411,094
Liabilities:				
Accounts Payable	\$ 5,506	\$ -	\$ -	\$ 5,506
Due to Debt Service	-	-	-	-
Due to General Fund	-	-	4,156	4,156
Total Liabilities	\$ 5,506	\$ -	\$ 4,156	\$ 9,663
Fund Balance:				
Restricted for:				
Debt Service	-	3,351,264	-	\$ 3,351,264
Capital Project	-	-	12,041,473	\$ 12,041,473
Assigned for:				
Reserves	-	-	-	-
Unassigned	8,694	-	-	8,694
Total Fund Balances	\$ 8,694	\$ 3,351,264	\$ 12,041,473	\$ 15,401,432
Total Liabilities & Fund Balance	\$ 14,200	\$ 3,351,264	\$ 12,045,630	\$ 15,411,094

Bella Tara

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2026

	Adopted Budget	Prorated Budget Thru 02/28/26	Actual Thru 02/28/26	Variance
Revenues:				
Developer Contributions	\$ 265,625	\$ 33,030	\$ 33,030	\$ -
Interest	-	-	-	-
Total Revenues	\$ 265,625	\$ 33,030	\$ 33,030	\$ -
Expenditures:				
<u>General & Administrative:</u>				
Engineering	\$ 2,000	\$ 833	\$ -	\$ 833
Arbitrage Rebate	500	208	-	208
Attorney	25,000	10,417	2,722	7,694
Annual Audit	5,000	5,000	4,300	700
Assessment Administration	5,000	-	-	-
Dissemination Agent	5,000	2,083	2,083	(0)
Trustee Fees	5,000	-	-	-
Management Fees	40,000	16,667	16,667	0
Information Technology	1,800	750	750	-
Website Maintenance	1,200	500	500	-
Telephone	100	42	-	42
Postage & Delivery	200	83	2	81
Insurance General Liability	6,000	6,000	5,512	488
Printing & Binding	100	42	40	1
Legal Advertising	3,000	1,250	752	498
Other Current Charges	2,000	833	552	281
Office Supplies	50	21	0	21
Dues, Licenses & Subscriptions	175	175	175	-
Total Administrative	\$ 102,125	\$ 44,904	\$ 34,056	\$ 10,848
<u>Field Operations</u>				
Field Management				
Electric	\$ 15,000	\$ 6,250	\$ -	\$ 6,250
Water	15,000	6,250	-	6,250
Landscape Maintenance	10,000	4,167	-	4,167
Landscape Contingency	60,000	25,000	-	25,000
General Repairs & Maintenance	10,000	4,167	-	4,167
Lake Maintenance	10,000	4,167	-	4,167
Mitigation Maintenance	12,500	5,208	-	5,208
Lift Station Maintenance	15,000	6,250	-	6,250
Irrigation Maintenance	5,000	2,083	-	2,083
Property Insurance	6,000	2,500	-	2,500
	5,000	2,083	-	2,083
Total Field	\$ 163,500	\$ 113,225	\$ -	\$ 78,994
TOTAL EXPENDITURES	\$ 265,625	\$ 158,129	\$ 34,056	\$ 89,843
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ (125,099)	\$ (1,026)	\$ (89,843)
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ (125,099)	\$ (1,026)	\$ (89,843)
Fund Balance - Beginning	\$ -		\$ 9,719	
Fund Balance - Ending	\$ -		\$ 8,694	

Bella Tara

Community Development District

Debt Service Fund Series 2025 (Assessment Area One)

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2026

	Adopted Budget	Prorated Budget Thru 02/28/26	Actual Thru 02/28/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -
Interest	-	-	27,279	27,279
Total Revenues	\$ -	\$ -	\$ 27,279	\$ 27,279
Expenditures:				
Interest - 5/1	\$ -	\$ -	\$ 185,766	\$ (185,766)
Interest - 11/1	-	-	-	-
Principal - 11/1	-	-	\$ -	-
Total Expenditures	\$ -	\$ -	\$ 185,766	\$ (185,766)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (158,487)	\$ (158,487)
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (18,342)	\$ (18,342)
Bond Proceeds	-	-	-	-
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (18,342)	\$ (18,342)
Net Change in Fund Balance	\$ -	\$ -	\$ (176,830)	\$ (176,830)
Fund Balance - Beginning	\$ -	\$ -	\$ 1,821,872	\$ -
Fund Balance - Ending	\$ -	\$ -	\$ 1,645,042	\$ (176,830)

Bella Tara
Community Development District
Debt Service Fund Series 2025 (Master Infrastructure)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2026

	Adopted Budget	Prorated Budget Thru 02/28/26	Actual Thru 02/28/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -
Interest	-	-	27,965	27,965
Total Revenues	\$ -	\$ -	\$ 27,965	\$ 27,965
Expenditures:				
Interest - 5/1	\$ -	\$ -	\$ 151,667	\$ (151,667)
Interest - 11/1	-	-	-	-
Principal - 11/1	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ 151,667	\$ (151,667)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (123,702)	\$ (123,702)
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (14,443)	\$ (14,443)
Bond Proceeds	-	-	-	-
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (14,443)	\$ (14,443)
Net Change in Fund Balance	\$ -	\$ -	\$ (138,145)	\$ (138,145)
Fund Balance - Beginning	\$ -		\$ 1,844,368	
Fund Balance - Ending	\$ -		\$ 1,706,223	

Bella Tara
Community Development District
Capital Project Fund Series 2025 (Assessment Area One)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2026

	Adopted Budget	Prorated Budget Thru 02/28/26	Actual Thru 02/28/26	Variance
Revenues				
Interest	\$ -	\$ -	\$ 5,789	5,789
Developer Contributions			5,877,429	
Total Revenues	\$ -	\$ -	\$ 5,883,218	\$ 5,789
Expenditures:				
Improvements	\$ -	\$ -	\$ 6,163,872	\$ (6,163,872)
Cost of Issuance	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ 6,163,872	\$ (6,163,872)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (280,654)	\$ (6,158,083)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 18,342	\$ 18,342
Bond Proceeds	-	-	-	-
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 18,342	\$ 18,342
Net Change in Fund Balance	\$ -	\$ -	\$ (262,312)	\$ (6,139,741)
Fund Balance - Beginning	\$ -		\$ 258,184	
Fund Balance - Ending	\$ -		\$ (4,128)	

Bella Tara
Community Development District
Capital Project Fund Series 2025 (Master Infrastructure)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2026

	Adopted Budget	Prorated Budget Thru 02/28/26	Actual Thru 02/28/26	Variance
Revenues				
Interest	\$ -	\$ -	\$ 224,781	224,781
Developer Contributions	-	-	-	-
Contributions - Other	-	-	547,928	547,928
Total Revenues	\$ -	\$ -	\$ 772,709	\$ 772,709
Expenditures:				
Improvements	\$ -	\$ -	\$ 3,346,723	\$ (3,346,723)
Improvements - Restricted	-	-	-	-
Cost of Issuance	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ 3,346,723	\$ (3,346,723)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (2,574,014)	\$ (2,574,014)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 14,443	\$ 14,443
Bond Proceeds	-	-	-	-
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 14,443	\$ 14,443
Net Change in Fund Balance	\$ -	\$ -	\$ (2,559,571)	\$ (2,559,571)
Fund Balance - Beginning	\$ -		\$ 14,605,172	
Fund Balance - Ending	\$ -		\$ 12,045,602	

Bella Tara
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contribution	\$ 5,512	\$ 9,755	\$ 9,644	\$ 4,000	\$ 4,119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,030
Total Revenues	\$ 5,512	\$ 9,755	\$ 9,644	\$ 4,000	\$ 4,119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,030
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Attorney	1,254	82	158	1,228	-	-	-	-	-	-	-	-	2,722
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	4,300
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	417	417	417	417	417	-	-	-	-	-	-	-	2,083
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	3,333	3,333	3,333	3,333	3,333	-	-	-	-	-	-	-	16,667
Information Technology	150	150	150	150	150	-	-	-	-	-	-	-	750
Website Maintenance	100	100	100	100	100	-	-	-	-	-	-	-	500
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	1	-	1	-	-	-	-	-	-	-	-	-	2
Insurance General Liability	5,512	-	-	-	-	-	-	-	-	-	-	-	5,512
Printing & Binding	2	0	-	-	38	-	-	-	-	-	-	-	40
Legal Advertising	752	-	-	-	-	-	-	-	-	-	-	-	752
Other Current Charges	171	96	95	95	95	-	-	-	-	-	-	-	552
Office Supplies	0	-	-	-	-	-	-	-	-	-	-	-	0
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 11,867	\$ 4,178	\$ 4,255	\$ 5,323	\$ 4,133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,056
Field Operations:													
Field Management	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
General Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Lake Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Mitigation Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Lift Station Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Property Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Field	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 11,867	\$ 4,178	\$ 4,255	\$ 5,323	\$ 4,133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,056
Excess (Deficiency) of Revenues over Expenditures	\$ (6,355)	\$ 5,577	\$ 5,389	\$ (1,323)	\$ (14)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,026)
Net Change in Fund Balance	\$ (6,355)	\$ 5,577	\$ 5,389	\$ (1,323)	\$ (14)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,026)

SECTION 2

Bella Tara

Community Development District

Funding Request #34

February 24, 2026

PAYEE		GENERAL FUND	
1	GMS-Central Florida, LLC Inv# 32 - Mgmt Fees & Expenses (Feb 26)	\$	4,037.95
2	Kutak Rock, LLP Inv# 3688970 - Attorneys Fees (Nov 25)	\$	81.00
TOTAL		\$	4,118.95

Please make check payable to:

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

GMS-Central Florida, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Invoice #:** 32**Invoice Date:** 2/1/26**Due Date:** 2/1/26**Case:****P.O. Number:****Bill To:**Bella Tara
219 E Livingston St
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees		3,333.33	3,333.33
Website Administration		100.00	100.00
Information Technology		150.00	150.00
Dissemination Agent Services		416.67	416.67
Copies		37.95	37.95
Total			\$4,037.95
Payments/Credits			\$0.00
Balance Due			\$4,037.95

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 26, 2026

Check Remit To:

Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3688970
Client Matter No. 40123-1
Notification Email: eftgroup@kutakrock.com

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

Invoice No. 3688970
40123-1

Re: General Counsel

For Professional Legal Services Rendered

11/02/25	K. Ibarra	0.10	22.00	Review fully executed budget funding agreement
11/02/25	P. O'Bryant	0.20	59.00	Conduct research and prepare memorandum regarding current law on the open carry of firearms on district property or at meetings

TOTAL HOURS 0.30

TOTAL FOR SERVICES RENDERED \$81.00

TOTAL CURRENT AMOUNT DUE \$81.00

Bella Tara

Community Development District

Funding Request #35

March 16, 2026

	PAYEE		GENERAL FUND
1	GMS-Central Florida, LLC		
	Inv# 33 - Mgmt Fees & Expenses (Mar 26)	\$	4,000.00
2	Kutak Rock, LLP		
	Inv# 3689546 - Attorneys Fees (Dec 25)	\$	158.45
	Inv# 3702169 - Attorneys Fees (Jan 26)	\$	1,228.00
	TOTAL	\$	5,386.45

Please make check payable to:

Bella Tara Community Development District

5385 N Nob Hill Road

Sunrise, FL 33351

GMS-Central Florida, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Invoice #:** 33**Invoice Date:** 3/1/26**Due Date:** 3/1/26**Case:****P.O. Number:****Bill To:**Bella Tara
219 E Livingston St
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees Website Administration Information Technology Dissemination Agent Services		3,333.33 100.00 150.00 416.67	3,333.33 100.00 150.00 416.67
Total			\$4,000.00
Payments/Credits			\$0.00
Balance Due			\$4,000.00

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 28, 2026

Check Remit To:

Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3689546
Client Matter No. 40123-1
Notification Email: eftgroup@kutakrock.com

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

Invoice No. 3689546
40123-1

Re: General Counsel

For Professional Legal Services Rendered

12/08/25	K. Ibarra	0.50	110.00	Research status of debt service reserve release conditions
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TOTAL HOURS	0.50			
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TOTAL FOR SERVICES RENDERED				\$110.00
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DISBURSEMENTS

Filing and Court Fees			48.45	
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TOTAL DISBURSEMENTS				<u>48.45</u>
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TOTAL CURRENT AMOUNT DUE				<u>\$158.45</u>
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KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

February 20, 2026

Check Remit To:

Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3702169
Client Matter No. 40123-1
Notification Email: eftgroup@kutakrock.com

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

Invoice No. 3702169
40123-1

Re: General Counsel

For Professional Legal Services Rendered

01/07/26	J. Earlywine	0.50	162.50	Conference call regarding purchasing process; follow-up
01/07/26	A. Ligas	0.30	82.50	Conference with chair regarding acquisition of improvements
01/12/26	J. Earlywine	0.30	97.50	Confer with Perry regarding landscape RFP; follow-up
01/21/26	J. Earlywine	0.20	65.00	Review agenda items and open items; email regarding same
01/27/26	A. Ligas	0.70	192.50	Prepare for and attend board meeting by phone
01/28/26	J. Gillis	0.40	80.00	Coordinate response to auditor letter
01/29/26	P. O'Bryant	1.40	483.00	Review background documents; review forms; begin preparing RFP
01/31/26	J. Earlywine	0.20	65.00	Email regarding lift station turnover
TOTAL HOURS		4.00		

KUTAK ROCK LLP

Bella Tara CDD

February 20, 2026

Client Matter No. 40123-1

Invoice No. 3702169

Page 2

TOTAL FOR SERVICES RENDERED \$1,228.00

TOTAL CURRENT AMOUNT DUE \$1,228.00