

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Date/Time: Thursday October 27, 2022 9:30 a.m.

Location: Solterra Resort Amenity Center 5200 Solterra Blvd., Davenport, FL 33837

Note: The Advanced Meeting Package is a working document and thus all materials are considered <u>DRAFTS</u> prior to presentation and Board acceptance, approval or adoption.

Solterra Resort Community Development District

c/o DPFG Management & Consulting LLC 250 International Parkway, Suite 208 Lake Mary, FL 32746 321-263-0132 x742

Board of Supervisors
Solterra Resort Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Solterra Resort Community Development District is scheduled for Thursday, October 27, 2022 at 9:30 a.m. at Solterra Resort Amenity Center – 5200 Solterra Blvd., Davenport, FL 33837.

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 X 749 or lkrause@dpfgmc.com. We look forward to seeing you at the meeting.

Sincerely,

Larry Krause

Larry Krause District Manager

Cc: Attorney Engineer

District Records

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Thursday, October 27, 2022

Time: 9:30 a.m.

Location: Solterra Resort Amenity Center Dial-in Number: 1-904-348-0776

5200 Solterra Boulevard Phone Conference ID: 862 156 243#
Davenport, Florida 33837 (Mute/Unmute: *6)

Agenda

For the full agenda packet, please contact: sconley@dpfgmc.com

I. Roll Call:

S1: S2: Sharon Harley S3: Jon Seifel S4: Brad Walker S5: Candice Smith (Vice Chair)

II. Audience Comments – Agenda Items

(Limited to 3 minutes per individual for agenda items)

III. Business Items

A. Vendor Reports

1. Aquatic Maintenance – Steadfast Environmental <u>Exhibit 1</u>

2. Landscape Maintenance – Dana Bryant, Yellowstone Landscape

a. Consideration of Yellowstone Mulch Proposal - \$55,782.00 Exhibit 2

3. Amenity Manager – Kyla Semino, Evergreen Lifestyles Management

a. Consideration of Admiral Furniture Fabric Canopy <u>Exhibit 3</u>

Replacement Proposal - \$20,343.25

b. Consideration of One Day Masterpieces Sign Replacement <u>Exhibit 4</u>

and Road Stencil Proposal - \$6,432.19

c. Consideration of Pool Maintenance Vendors <u>Exhibit 5</u>

i. Power Pool - \$2,800/month

ii. Samdri Pool Service - \$6,500/month

iii. <u>T&S Swimming Pool Services</u> - \$8,000/month

d. Discussion on Café Equipment Exhibit 6

i. Icemaker Exhibit 7

ii. Fryer Exhibit 8

iii. A/C

e. Consideration of Amenity Center Printer Replacement <u>Exhibit 9</u>

B. **Public Hearing**

1. Open Public Hearing

2. Presentation of Amenity Rules & Policies <u>Exhibit 10</u>

3. Public Comments

4. Close Public Hearing

C. Consideration and Adoption of **Resolution 2023-01**, **Amending Amenity** Exhibit 11

Rules & Policies

RRA RE	SORT COMMUNITY DEVELOPMENT DISTRICT	October 27, 2022 Agenda
Busin	ness Items (Continued)	
D.	Consideration of Top Guard Amenity Center Additional Sidewalk Grinding Proposal - \$1,129.00	Exhibit 12
E.	Consideration of Updated Fee Schedule for DPFG District Managemen Services	t <u>Exhibit 13</u>
F.	Consideration of Updated Fee Schedule for DPFG Field Services	Exhibit 14
G.	Consideration of Contract for Security Monitoring	Exhibit 15 - Under
	1. Envera	Separate Cover
	2. Tekwave	
H.	Consideration and Adoption of Resolution 2023-02 , Recognizing a Contribution to Off-Set Assessments	Exhibit 16
I.	Ratification of Acceptance of Real Property – Quitclaim Deed with Graand Reservation of Easements (Solterra Phase 2D)	nt Exhibit 17
J.	Ratification of Acceptance of Construction and Maintenance Easement (Fence, Tract B-1, Solterra Phase 2D)	Exhibit 18
K.	Consideration and Ratification of Acceptance of Real Property – Quitclaim Deed (Tract F, Solterra Phase 2C-1, and Tract B-2, Solterra Phase 2B Replat)	Exhibit 19
L.	Consideration and Ratification of Easement Agreement (Solterra Phase 2B Replat)	Exhibit 20
M.	Consideration and Ratification of Easement Agreement (Oakmont Phas 1, Oakmont Townhomes Phase 1, Solterra Phase 1, Solterra Phase 2A1, Solterra Phase 2C-1, Solterra Phase 2C-2, & Solterra Phase 2D)	
N.	Ratification of Acquisition of Improvements and Work Product and Approval for Staff to Process the Following:	Exhibit 22
	1. Requisition for 2013 Acquisition & Construction, \$15,740.26	
	2. Requisition for 2014 Acquisition & Construction, \$5,872.21	
	3. Requisition for 2018 Acquisition & Construction, \$2,710.72	
	4. Requisition for 2018 Acquisition & Construction (DSRF Release \$154,610.93	<mark>e),</mark>
O.	Consideration and Adoption of Resolution 2023-03, Declaring 2013	Exhibit 23
	Project, 2014 Project, and 2018 Project Complete	
P.	Consideration of Supervisor Appointment	
	1. Acceptance of Supervisor Resignation	Exhibit 24
	2. Appointment to Vacant Seat	
	3. Oath of Office	Exhibit 25
	4. New Supervisor Information/Form 1	Exhibit 26
	5. Sunshine Law (FL Ethics Commission Guide to be E-mailed)	

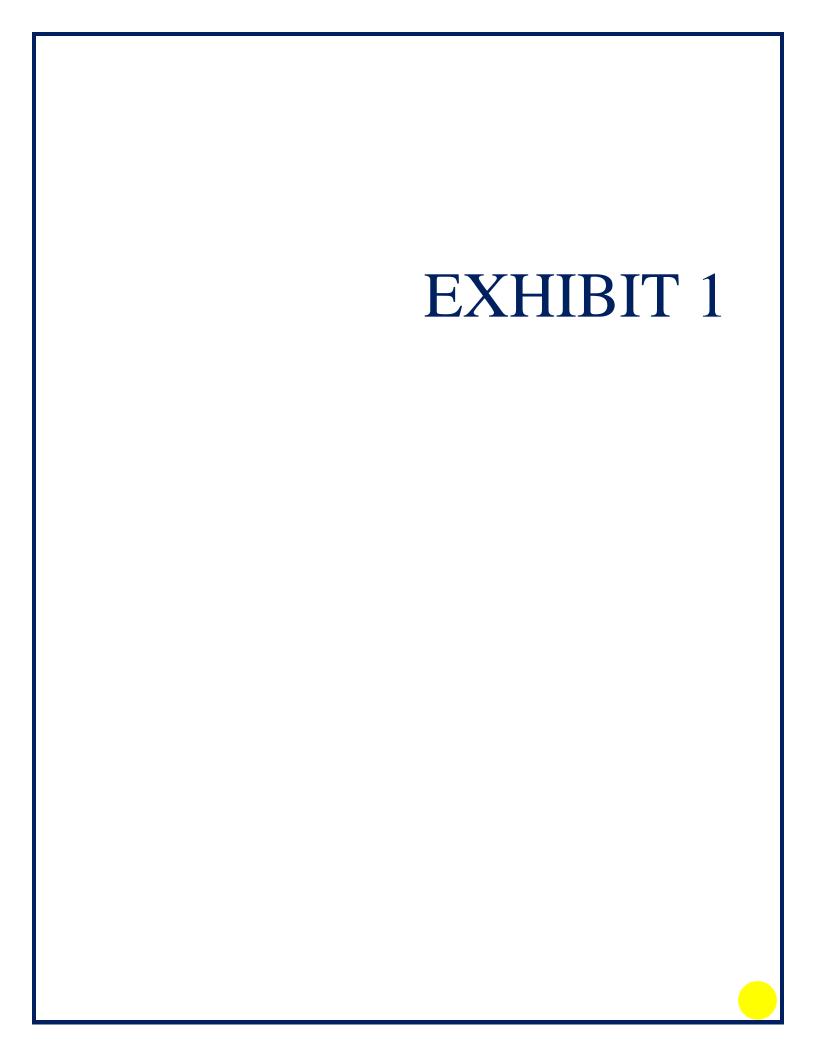
III.

SOLTER	RA RE	SORT COMMUNITY DEVELOPMENT DISTRICT	October 27, 2022 Agenda		
III.	Busin	ness Items (Continued)			
	Q.	Consideration and Adoption of Resolution 2023-04 , Designating Officer s	Exhibit 27		
	R.	Consideration and Adoption of Resolution 2023-05 , Designating Signatories	Exhibit 28		
	S.	Update on Roadway Improvement Project - Kimley-Horn			
	T.	Discussion on Maintenance Supervisor Position			
IV.	Staff	Reports			
	A.	District Counsel – Meredith Hammock, KE Law Group			
	B.	District Engineer – Tonja Stewart, Stantec			
	C.	District Manager – Larry Krause, DPFG			
		1. Field Operations Report	Exhibit 29		
		2. SWFWMD Permits Approved for Transfer to Operation Phase	Exhibit 30		
		a. Phase 2A (43026971.007)			
		b. Phase 2B (43026971.012)			
		c. Phase 2C (43026971.008)			
		d. Phase 2D (43026971.015)			
		e. Phase 2E (43026971.013)			
V.	Cons	sent Agenda			
••	A.	Consideration For Approval – The Minutes of the Board of Supervisors Regular Meeting Held August 25, 2022	Exhibit 31		
	B.	Consideration For Acceptance – The September 2022 Unaudited Financial Report	Exhibit 32		
	C.	Ratification of Proposal Approvals	Exhibit 33		
		1. Envera Main Gate Card Reader Replacement - \$602.00			
		2. Exercise Systems Fitness Equipment Repair - \$1,095.50			
		3. Envera Main Entrance and Tag Camera - \$2,127.00			
		4. Onsight Street Signs Repair - \$2,194.80			
VI.		ence Comments – New Business ed to 3 minutes per individual for non-agenda items)			
VII.	Supervisor Requests (Includes Next Meeting Agenda Item Requests)				
VIII.		on Items Summary E-mailed to Supervisors and Staff)			
IX.	Confir	Meeting Quorum Check mation of Quorum for Next Meeting Scheduled for 9:30 a.m. on November 24, 2022 at the Resort Amenity Center (5200 Solterra Blvd., Davenport, FL 33837)	the		

Adjournment

X.

Following meetings scheduled for December 22, 2022 and January 26, 2023.







Solterra Resort CDD Aquatics

Inspection Date:

9/9/2022 10:39 PM

Prepared by:

Kevin Riemensperger

Account Manager

STEADFAST OFFICE: WWW.STEADFASTENV.COM 813-836-7940

SITE: 1

Condition: Excellent Great Good Poor Mixed Condition Improving





Comments:

Technicians continue to maintain a buffer between perimeter vegetation and the shoreline. Treatments for vegetation must be reduced at this time to avoid damaging grasses currently submerged below the high water mark.

WATER:

ALGAE:

N/A Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria

Substantial

NUISANCE SPECIES OBSERVED:

★Torpedo GrassPennywortBabytearsCharaHydrillaSlender Spikerush★ Other: Cattails

SITE: 2

Condition: Excellent \sqrt{Great} Good Poor Mixed Condition Improving





Hydrilla

Comments:

Small amounts of surface vegetation algae are present in the maintained buffer area. To be hit during the upcoming maintenance event.

X Clear Turbid WATER: Tannic Subsurface Filamentous X Surface Filamentous ALGAE: Planktonic Cyanobacteria **GRASSES:** N/A X Minimal Moderate Substantial **NUISANCE SPECIES OBSERVED: X**Torpedo Grass Pennywort Babytears Chara

Slender Spikerush

Other:

SITE: 5

Condition: Excellent Great Good Poor Mixed Condition Improving





Comments:

There are broken patches of surface filamentous algae present along the southern end of the pond. These will be treated during the next visit, to occur soon.

WATER: X Clear Turbid Tannic

ALGAE: N/A Subsurface Filamentous Y Surface Filamentous
Planktonic (yanobacteria

GRASSES: X N/A Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

SITE: 3

Condition: Excellent Great Good \Poor Mixed Condition Improving





Comments:

Similar to pond 1, interior vegetation is being prevented from spreading towards the shoreline. Treatments for vegetation are being reduced at this time, until the rains recede. Algae was noted here, and has been logged to be treated during the next maintenance event.

X Clear Turbid WATER: Tannic **X** Subsurface Filamentous **X** Surface Filamentous ALGAE: Planktonic Cyanobacteria **GRASSES:** N/A Minimal X Moderate Substantial **NUISANCE SPECIES OBSERVED: X**Torpedo Grass Pennywort Babytears

Hydrilla ★Slender Spikerush ★ Other: Primrose willow

SITE: 4

Condition: Excellent Great Good Poor Mixed Condition Improving





Comments:

Broken patches of algae are present in a few locations. Easily treated during the upcoming maintenance event.

WATER: Clear Turbid Tannic
ALGAE: N/A Subsurface Filamentous

Planktonic Cyanobacteria Minimal Moderate Substantial

Surface Filamentous

GRASSES: N/A Minimal Moderate

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

SITE: 6

Condition:

Excellent Great Good Poor Mixed Condition Improving





Comments:

Some debris was collected here.

WATER:

ALGAE:

X Clear Turbid Tannic

Subsurface Filamentous

Subsurface Filamentous
Planktonic
Surface Filamentous
Cyanobacteria

Chara

GRASSES: X N/A Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Hydrilla Slender Spikerush Other:

SITE: 7

Condition: Excellent \sqrt{Great} Good Poor Mixed Condition Improving





Comments:

Minimal amounts of nuisance grasses are present between the beneficial vegetation on this pond, which is helping to reduce algal growth. Technicians continue to spot-treat for these grasses while avoiding collateral to the plants.

WATER: X Clear Turbid Tannic

ALGAE: X N/A Subsurface Filamentous

Subsurface Filamentous
Planktonic
Cyanobacteria
Minimal Moderate
Substantial

GRASSES: N/A ★ Minimal N NUISANCE SPECIES OBSERVED:

XTorpedo Grass Pennywort Babytears Chara

Hydrilla Slender Spikerush Other:

SITE: 27

Condition: √Excellent Great Good Poor Mixed Condition Improving





Comments:

Some debris was collected here.

WATER: ★ Clear Turbid Tannic

ALGAE: ★ N/A Subsurface Filamentous

★ N/A Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria

Chara

GRASSES: X N/A Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Hydrilla Slender Spikerush Other:

SITE: 19

Mixed Condition Condition: ✓Excellent Great Good Poor **Improving**





Comments:

Some debris was collected here.

WATER: **X** Clear Turbid Tannic ALGAE: \mathbf{X} N/A Subsurface Filamentous

Surface Filamentous Planktonic Cyanobacteria Substantial

GRASSES: X N/A Minimal Moderate

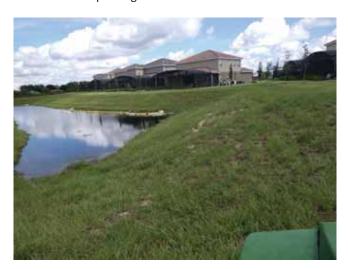
NUISANCE SPECIES OBSERVED:

Chara Torpedo Grass Pennywort Babytears Hydrilla Slender Spikerush Other:

SITE: 18

Condition: **Mixed Condition** Excellent \(\sqrt{Great} \) Good Poor Improving





Comments:

Some debris was collected here.

Turbid **X** Clear Tannic WATER: ALGAE: **X**N/A Subsurface Filamentous

Surface Filamentous Planktonic Cyanobacteria Substantial

Chara

GRASSES: X N/A Minimal Moderate

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Hydrilla Slender Spikerush Other:

MANAGEMENT SUMMARY













As September continues, so does the the rainy season. High temperatures and abundant Floridian sunshine cause any effluents washed into the ponds to cause rapid algae blooms in some ponds. Hopefully as the season shifts, we will see a change in the conditions that influence the ponds. The days will continue to shorten in length as the temperatures begin to cool, both working in favor of the pond's aesthetics, as these will result in decreased growth rates for surface algae. Additionally, the seasonal rain events that were commonplace will taper off as the season progresses, which will have the effect of lowering water levels across most ponds.

Assuming temperatures decrease, and dissolved oxygen levels in the water lower due to decreased rainfall stagnating pond waters, it is possible that the changing conditions result in some fish kill events. It is important to be aware that these events are caused by the water quality of the ponds, and are not due to treatments targeted against nuisance algae and vegetation.

The community on this visit was something of a mixed bag. Many ponds were in excellent condition, though there were also outliers. Mostly ponds which were shallow and catch many nutrients during the seasonal rains. In most ponds, algal activity was confined to small amounts of subsurface algae, not unusual for stormwater retention ponds during this time of year. There were a few ponds which were noted to host new growth. These be addressed during the next maintenance event.

Debris was noted in many ponds in the community. However, the previously submitted debris collection proposal was approved and a debris collection visit is to occur sometime mid-month.

RECOMMENDATIONS

Continue to treat for algal activity to prevent/treat local bloom events.

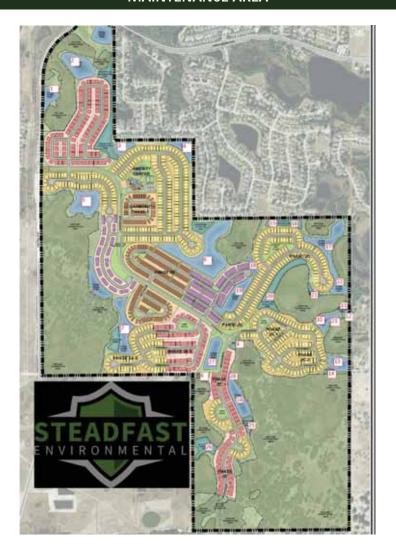
Continue managing grasses, below the high water mark, though treatments may be reduced during the rainy season to avoid damaging stabilizing grasses on the upper bank.

Watch out for debris items being washed into the ponds. Debris collection visit has been scheduled.

Thank you for choosing Steadfast Environmental



MAINTENANCE AREA







Solterra Resort CDD Aquatics

Inspection Date:

10/14/2022 10:01 AM

Prepared by:

Kevin Riemensperger

Account Manager

STEADFAST OFFICE: WWW.STEADFASTENV.COM 813-836-7940

SITE: 6

Condition:

Excellent Great Good Poor Mixed Condition Improving





Comments:

Beneficial Gulf Spikerush and Pickerelweed growth observed here. The water is quite turbid.

WATER: Clear X Turbid Tannic

ALGAE: X N/A Subsurface Filamentous Surface Filamentous
Planktonic Cyanobacteria

GRASSES: X N/A Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

SITE: 18

Condition: Excellent \sqrt{Great} Good Poor Mixed Condition Improving





Comments:

Aside from the low water level, and a small amount of decaying organics, this pond is in great condition. Far fewer trash was observed on this pond, than during previous inspections.

WATER: Clear Turbid **X**Tannic ALGAE: ★ Subsurface Filamentous Surface Filamentous N/A Planktonic Cyanobacteria **GRASSES:** N/A **X** Minimal Moderate Substantial **NUISANCE SPECIES OBSERVED:**

Chara

Torpedo Grass Pennywort Babytears Hydrilla Slender Spikerush Other:

SITE: 19

Condition: Excellent Great \(\sqrt{Good} \) Poor Mixed Condition Improving





Comments:

Low amounts of surface and subsurface filamentous algae, as well as some grasses are present along the perimeter. These are to be treated during the next scheduled visit to the community.

WATER: ★ Clear Turbid Tannic

ALGAE: N/A ★ Subsurface Filamentous
Planktonic Cyanobacteria

GRASSES: N/A ★ Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

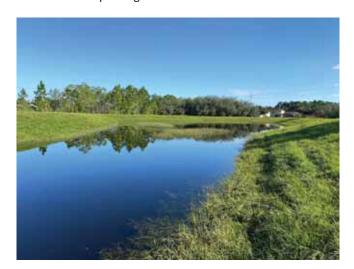
Chara

Torpedo Grass Pennywort Babytears Hydrilla Slender Spikerush Other:

SITE: 17

Condition: Excellent Great Good Poor Mixed Condition Improving





Comments:

The recent rise in water level seems to have submerged grasses on the bank. Technicians will treat grasses below the high water mark during the next visit.

X Clear Turbid WATER: Tannic \mathbf{X} N/A Surface Filamentous ALGAE: Subsurface Filamentous Planktonic Cyanobacteria **GRASSES:** N/A X Minimal Moderate Substantial **NUISANCE SPECIES OBSERVED:** Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

SITE: 22

Condition: Excellent \(\sqrt{Great} \) Good Poor Mixed Condition Improving





Comments:

Extremely low water level. Uncharacteristic of the ponds in the rest of the community.

WATER: X Clear Turbid Tannic

ALGAE: X N/A Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria

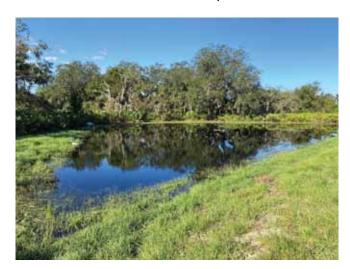
GRASSES: N/A X Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

SITE: 21

Condition: Excellent Great \(\sqrt{Good} \) Poor Mixed Condition Improving





Hydrilla

Comments:

Similar to other ponds in the community, the rise in water level has submerged grasses along the bank. Technicians will target grasses here which are below the high watermark, during the next maintenance event.

X Clear Turbid Tannic WATER: ★ Subsurface Filamentous Surface Filamentous ALGAE: Planktonic Cyanobacteria **GRASSES:** N/A Minimal X Moderate Substantial **NUISANCE SPECIES OBSERVED: X**Torpedo Grass Pennywort Babytears Chara

Slender Spikerush

Other:

SITE: 20

Condition: Excellent Poor **Mixed Condition** Great √Good ✓Improving





Comments:

Surface filamentous algae is observed in small patches along the perimeter, alongside decaying Primrose Willow skeletons and grasses, which were both previously treated.

WATER: Clear Turbid Tannic ALGAE: N/A Subsurface Filamentous X Surface Filamentous Planktonic Cyanobacteria **GRASSES:** N/A Substantial Minimal Moderate

NUISANCE SPECIES OBSERVED:

Chara **X**Torpedo Grass Pennywort Babytears Hydrilla Slender Spikerush Other: Primrose Willow

SITE: 11

Condition: Excellent \(\sqrt{Great} \) **Mixed Condition** Good Poor **Improving**





Comments:

The extremely high water level has submerged grasses on this pond. Some algae noted, to be treated during the next scheduled maintenance event.

XTurbid WATER: Clear Tannic ALGAE: Surface Filamentous ➤ Subsurface Filamentous Planktonic Cyanobacteria **GRASSES:** N/A X Minimal Moderate Substantial **NUISANCE SPECIES OBSERVED:** Chara

Torpedo Grass Pennywort Babytears Hydrilla

SITE: 12

Condition: Excellent \sqrt{Great} Good Poor Mixed Condition Improving





Comments:

In a similar condition to the previously reviewed pond. Some debris collected here.

WATER: Clear X Turbid Tannic

ALGAE: N/A X Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria

GRASSES: N/A X Minimal Moderate Substantial

GRASSES: N/A X Minimal NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

SITE: 3

Condition: Excellent \sqrt{Great} Good Poor Mixed Condition Improving





Comments:

The return of water to this somewhat shallow pond has improved it's appearance tenfold. There is still some work to be done regarding interior grasses, but this will be whittled away with each maintenance visit.

WATER: X Clear Turbid Tannic
ALGAE: X N/A Subsurface Filamentous Surface Filamentous
Planktonic Cyanobacteria
GRASSES: N/A Minimal X Moderate Substantial
NUISANCE SPECIES OBSERVED:

Chara

★Torpedo Grass Pennywort Babytears

Hydrilla Slender Spikerush Other:

MANAGEMENT SUMMARY













With October finally here, the conditions that influence the ponds are seeing a slight turn. Nights & mornings are already cooling off, and as temperatures drop and days shorten growth rates for surface algae and nuisance species are decreased. The deluge supplied by this most recent Hurricane certainly helps. A large influx of water usually has the benefit of resetting pond biology by allowing nutrients in the water column to exit the pond into the wetlands. Decreased water temperatures and sudden wind and rain are both capable of stressing fish populations, and putting them at risk of perishing from sudden shifts in water parameters (nitrogen/phosphorous spikes, sudden storm events). This is normal for early fall and are not primarily caused by treatments targeted against nuisance algae and vegetation.

At the time of this inspection, many of Solterra Resort's ponds are in great. New algal growth was observed in few ponds, with the majority of activity having arisen as a result of recently submerged grasses leechiong nutrients into the water. On the next visit, technicians will be sure to treat these areas, in a manner that avoids damaging grasses which work to stabilize the bank. With any algal material to decay over the next 7-10 days, following treatment.

Hopefully as conditions enter a true fall phase, and plant growth slows, technicians will be able to switch from reactive & preventative treatment methods (which were directly combating rapid new growth) to proactive treatments & will begin to make headway in overgrown areas of select ponds now that regrowth rates are starting to slow.

RECOMMENDATIONS

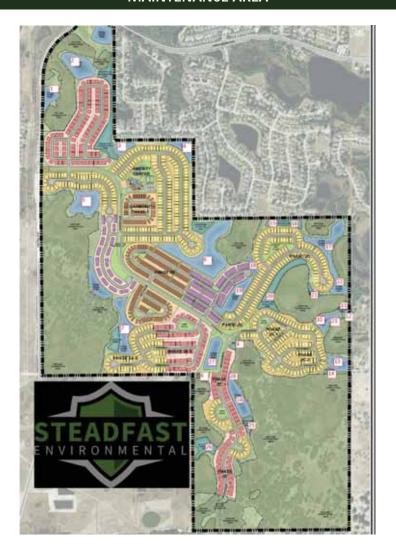
Continue to treat ponds for algae.

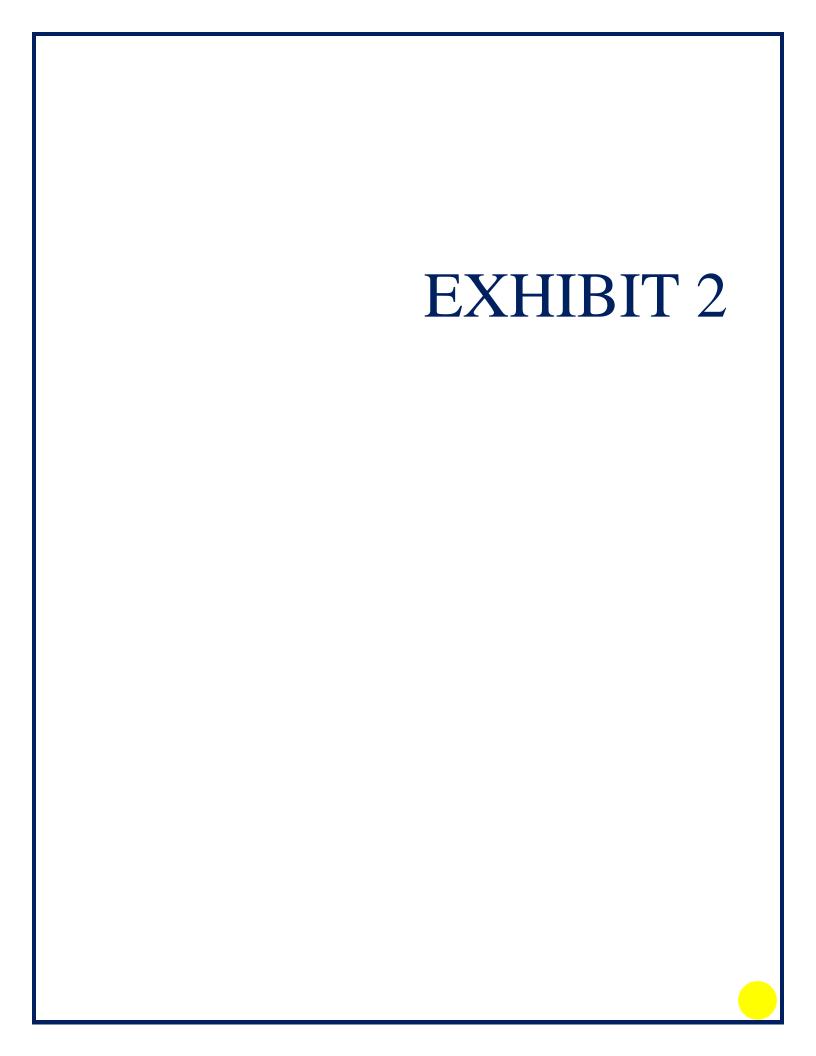
Resume regular grass treatments upon the conclusion of the rainy season (awaiting the lowering of high water levels).

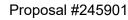
Stay alert for debris items that find their way to the pond's shore.

Thank you for choosing Steadfast Environmental!

MAINTENANCE AREA





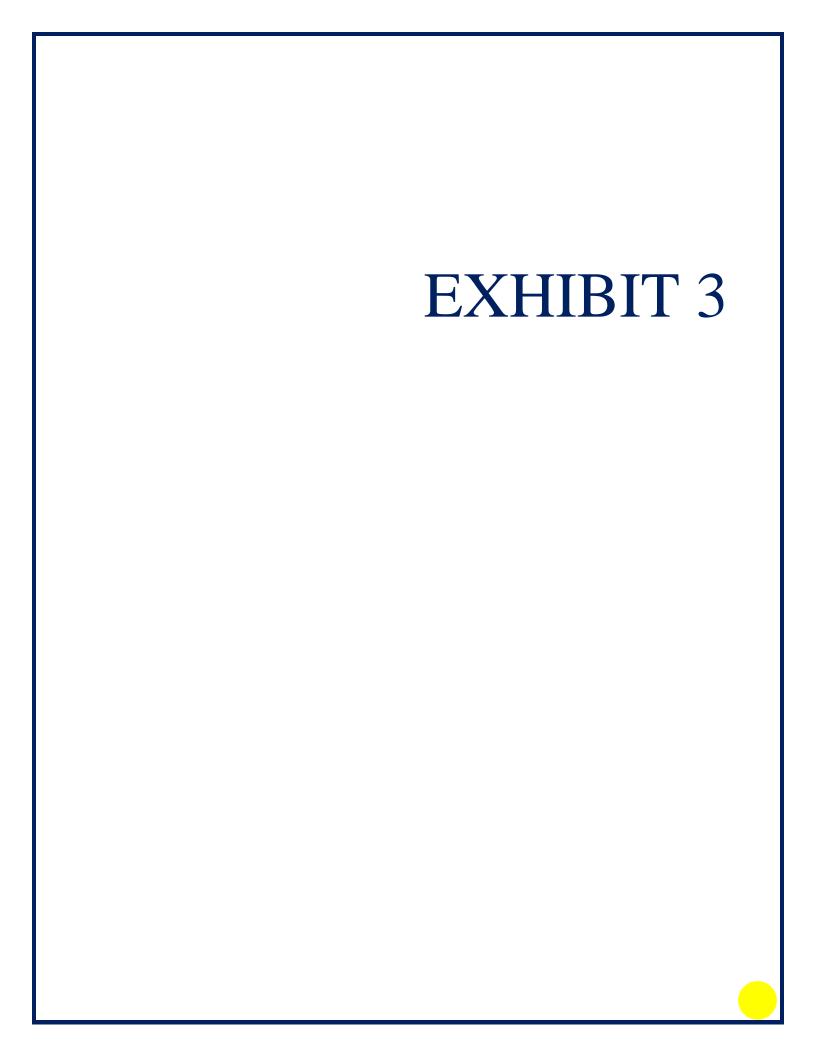


YELLOWSTONE LANDSCAPE

Date: _____

Date: 09/16/2022 From: Dana Bryant

Proposal For Location Solterra CDD 5200 Solterra Blvd c/o DPFG Davenport, FL 33837 main: 250 International Pkwy mobile: Suite 280 Lake Mary, FL 32746 Property Name: Solterra CDD Mulch Install CDD 2022 Terms: Net 30 Install Mulch In The Solterra Resort Coomunity CDD, to include the BLVD, Parks, & Clubhouse with Premium Coco Brown **DESCRIPTION** QUANTITY **AMOUNT** Mulch (Sub) 1033.00 \$55,782.00 Client Notes **SUBTOTAL** \$55,782.00 Signature SALES TAX \$0.00 TOTAL \$55,782.00 Χ Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty. Assigned To Contact Dana Bryant Print Name: Office: danabryant@yellowstonelandscape.com





707 S W 20th St Ocala, FL 34471

800-999-2589 Fax: 352-629-2860

www.admiralfurniture.com

Ship To:

Solterra Resort CDD

5200 Solterra Blvd

QUOTE / ACKNOWLEDGEMENT

Quote # Date

ACFQ60531 08/29/22

Cust. PO#

Sold To:

Solterra Resort CDD Kyla Semino

5200 Solterra Blvd

Davenport

FL

33837

Davenport

Kyla Semino

FL

33837

Phone: (386)822-4195 ext. 103 Fax:

ksemino@evergreen-lm.com

Phone: (386)822-4195 ext. 103

Fax:

FOB Sales Rep Ship Via **Proposed Shipping Time** Terms Matt Graham Best Way 10 - 16 weeks after receipt of order or 50% DEP/BAL, NET 30 Factory

sooner Qty Model # Description

Unit Price Ext. Price

Replacement Fabric Canopy for 10ft Square Cabanas, Sunbrella Fabric \$2,461.54 4601 Pacific Blue, CUSTOMER MUST SEND SAMPLE FABRIC

CANOPY TO OUR SEWERS

80 CUSTOMCURT

AIN

10 MISC

Customer Accent Curtains (For 10ft SQ Cabanas), With Curtain Tiebacks, Sunbrella Fabric 4601 Pacific Blue Fabric, Curtain

Measurements - 90" Long X 24" Wide, Need (8) Accent Curtains per

Cabana

SubTotal

\$38,153,80

5.0% Product Surcharge

\$1,907.69 SubTotal

Frame: Vinyl or Sling: Table Top:

Sales Tax

\$169.23

\$40,061,49 \$0.00

\$24,615.40

\$13,538.40

Accent:

Estimated Shipping

\$625.00

Umbrella: F/Glass Umb. Pole:

Total Deposit Amount

\$40,686,49 \$20,343.25

Due to the volatility in materials, labor and shipping costs, pricing can only be guaranteed for 30 days. Freight rates quoted are estimates only and will have to be rerun at time of shipment. Please consult your sales representative for updated quotes. Rates quoted are for curbside delivery only. Inside delivery and lift gate charges are additional.

Approved By:

Date:

Signing quotation will authorize Admiral Furniture to proceed with this order. Please verify shipping address, quantities, model number and colors for accuracy.

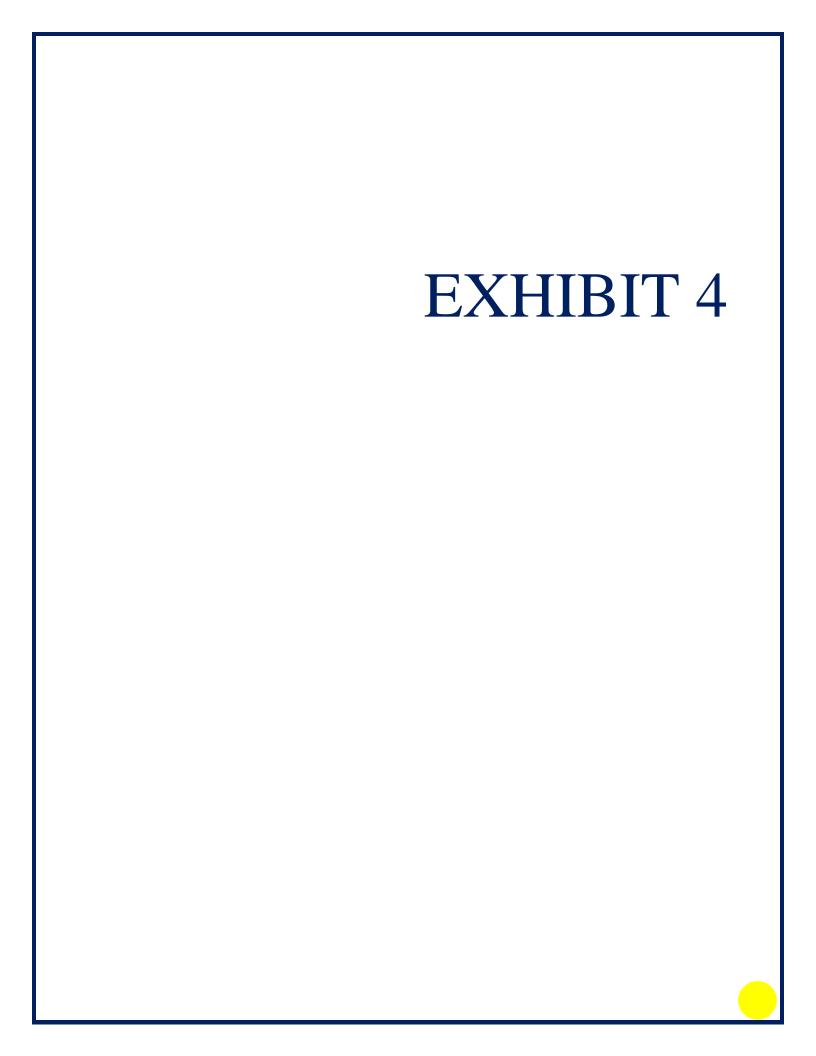
A/P Contact

E-mail

Phone

TERMS AND CONDITIONS

Terms: Unless otherwise stated above. Check in full with order or 50% deposit balance due before shipping. (All Applicable sales tax will apply). We also eccept most major credit cards. Returns: No returns accepted without written authorization in advance by Sundrelle and return freight prepaid. All furniture remains the property of Sundrelle until Invoice is paid in full. Restocking charges may apply. Without written notice from the customer within 24 hours, this order becomes non-cencellable and no charges are accepted. Freight: All products are shipped F.O.B. Fectory via Common Carrier. Please obtain shipping charges from your sales rep. Freight rates quoted are for curbside delivery only. Inside delivery and lift gate charges are additional. Customer must note any demage to cartons on the freight bill upon delivery.



One Day Masterpieces 2101 Premier Row, Orlando, FL, 32809-6209 marion@onedaymasterpieces.com 407-857-9987 EIN #: 81-3718405



Quote 226462

Solterra - Various Property Signs

SALES REP INFO Jennifer Jones jennifer@onedaymasterpieces.com QUOTE DATE 08/18/2022 QUOTE EXPIRY DATE 09/17/2022 TERMS

Advance Payment

ORDERED BY
Evergreen Lifestyles Management
1343 Celebration Avenue
Celebration, FL, 34747

SHIPPING ADDRESS Solterra 5200 Solterra Blvd. Davenport, FL, 33837 SHIPPING TRACKING INSTALL ADDRESS 1343 Celebration Avenue Celebration, FL, 34747 CONTACT INFO
Kyla Semino
KSemino@Evergreen-LM.com
+1 877-221-6919

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Entrance Sign bolted to cement 24x36 6 mil white max metal, digital print, matte lam, 2 holes	1	Each	\$451.10	\$451.10	Υ
	1-84" high, 2" square post, signpost anchor					
2	Guests Entrance Stencil 107"x24" 2 mil pvc stencil	1	Each	\$100.08	\$100.08	Υ
	GUESTS					
3	Residents Entrance Stencil 157"x24" 2 mil pvc stencil	1	Each	\$145.15	\$145.15	Υ
	RESIDENTS					
4	White High Vis Paint for Lines 2 & 3	1	Each	\$79.00	\$79.00	Υ
5	No Running 12x12 3 mil, digital print, matte lam, rounded corners.	6	Each	\$108.67	\$652.02	Υ
	1" square aluminum post painted black, 60" with 24" in ground. Affixed with self-tapping screws/washers painted blue to match print.					
6	Do Not Climb On Slide sign 12x8 3 mil white max metal w/ rounded corners, digital print, matte lam, holes top corners attached to middle of 52" chain	1	Each	\$39.66	\$39.66	Υ
7	Swim At Your Own Risk 18x12 3 mil, digital print, matte lam, rounded corners.	6	Each	\$162.73	\$976.38	Υ
	Galvanized u-channel post unpainted, 60" with 24" in ground. Affixed with self-tapping screws/washers painted blue to match print.					
8	Do Not Climb on the Rocks sign 18x12 3 mil, digital print, matte lam, rounded corners.	2	Each	\$59.69	\$119.38	Υ
	Galvanized u-channel post unpainted, 60" with 24" in ground. Affixed with self-tapping screws/washers painted blue to match print.					
9	galvanized u channel posts 60 inch galvenized u-channel	2	Each	\$105.06	\$210.12	Υ
10	For Your Safety Please Close Gate sign 8x12 3 mil, digital print, matte lam, rounded corners. Affixed with self-tapping screws/washers painted blue to	5	Each	\$27.41	\$137.05	Y
	match print.					

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
11	Absolutely NO visual sign 12x18 3 mil, digital print, matte lam, rounded corners. Affixed with self-tapping screws/washers painted blue to match print.	5	Each	\$57.87	\$289.35	Υ
12	Various A-Frame signs 24x36 pre-cut 3 mil white pvc, direct print, vhb tape	8	Each	\$85.98	\$687.84	Υ
	2-Parking Lot Full 1-Reached Capacity 2-Inclement Weather 2-Closed Due To Maintenance 1-Welcome!					
13	White Signicade	4	Each	\$158.14	\$632.56	Υ
14	Installation	1	Each	\$1,912.50	\$1,912.50	Υ

*Your order is completely custom. No cancellations or refunds once quote is approved and put into production. All signage is the property of One Day Masterpieces until payment is received in full. Any product not picked up after 60 days of order completion will be disposed of at the discretion of One Day Masterpieces.

*Many of the artwork files we receive require adjustment before they can be used for printing, and some need to be re-created altogether. Our guidelines listed below are suggestions to help you avoid additional art charges and/or an extended turnaround times. Please provide digital files whenever possible and include a .pdf or .jpg image of your file for reference. Adobe Illustrator files (.ai, Please provide digital files whenever possible and include a .pdf or .jpg image of your file for reference. Adobe Illustrator files (.ai, vector artwork) are preferred. All fonts should be converted to curves (outlines). Non-converted fonts may be replaced with a similar font unless the font file is provided. Any raster images should be embedded or included separately. Acceptable File Formats are:.ai - Adobe Illustrator, .psd - Adobe Photoshop, .pdf - Portable Document Format, .eps - Encapsulated Postscript, .cdr - Corel Draw, high resolution .tiff - 300 dpi at actual size, high resolution .jpg - 150 dpi at actual size.

*Final proofing is the sole responsibility of the customer. Before giving approval, please examine all proofs carefully for the accuracy of the information presented, as well as correct spelling, punctuation, numbers, dimensions, graphics, colors and general layout. Two proof revisions per item are provided at no cost. Additional proofs will be billed at \$25 per revision. Any changes made after proof

approval will be done at the customer's expense.

There is a one year warranty on materials, parts and labor, excluding vandalism, intentional damage, extreme weather conditions, Acts of God and improper care or maintenance. If cleaning is necessary, use only a mild detergent solution with a soft brush or sponge. Under no circumstances should a pressure washer or hards chemical be used. All sprinkler heads should be directed away from sign faces. Direct spraying may have an adverse effect on the finish. Any damage resulting from improper care or maintenance is the sole responsibility of the customer.

SIGNATURE:

*Warranty excludes coroplast or similar substrates
*Please be advised that all orders not totaling \$50.00 before taxes will have a \$15.00 minimum order processing fee applied to the *The shipping charge is estimated and we reserve the right to adjust it, if necessary, upon invoicing.

Shipping: \$6,432.19 Subtotal:

Sales Tax (6.5%):

\$0

Total:

\$6,850.28 Downpayment (100.0 %)

Qty. (2)

Qtv. (1)

Oty (2)

Qty. (2)

Qty. (1)

PARKING LOT FIJII

REACHED

CAPACITY

CLOSED

DUE TO

MAINTENANCE

INCLEMENT
WEATHER

WELCOME



SOLTERRA RESORT

OLTERRA RESORT SOLTERRA RESORT

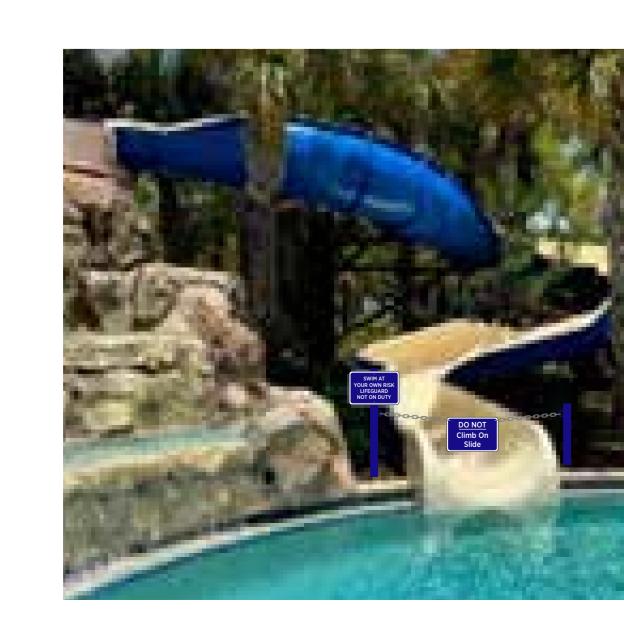
OLTERRA RESORT

Qty. (6) No Running Sign 12" x 12"



Qty. (1) Please Close gate Sign 8" x 12"

DO NOT
Climb On
Slide



Qty. (6) Swim at Own Risk Sign 12" x 18"



Qty. (2) Do Not Climb Rocks Sign 12" x 18"



Qty. (5) Please Close gate Sign 8" x 12"

For Safety
Please
Close
The Gate
Behind
You

Qty. (5) Absolutely No... Sign 12" x 18"





A RESIDENTS

Arrow
30" x 40"

Guests 82.45" x 24" Arrow
30" x 40"

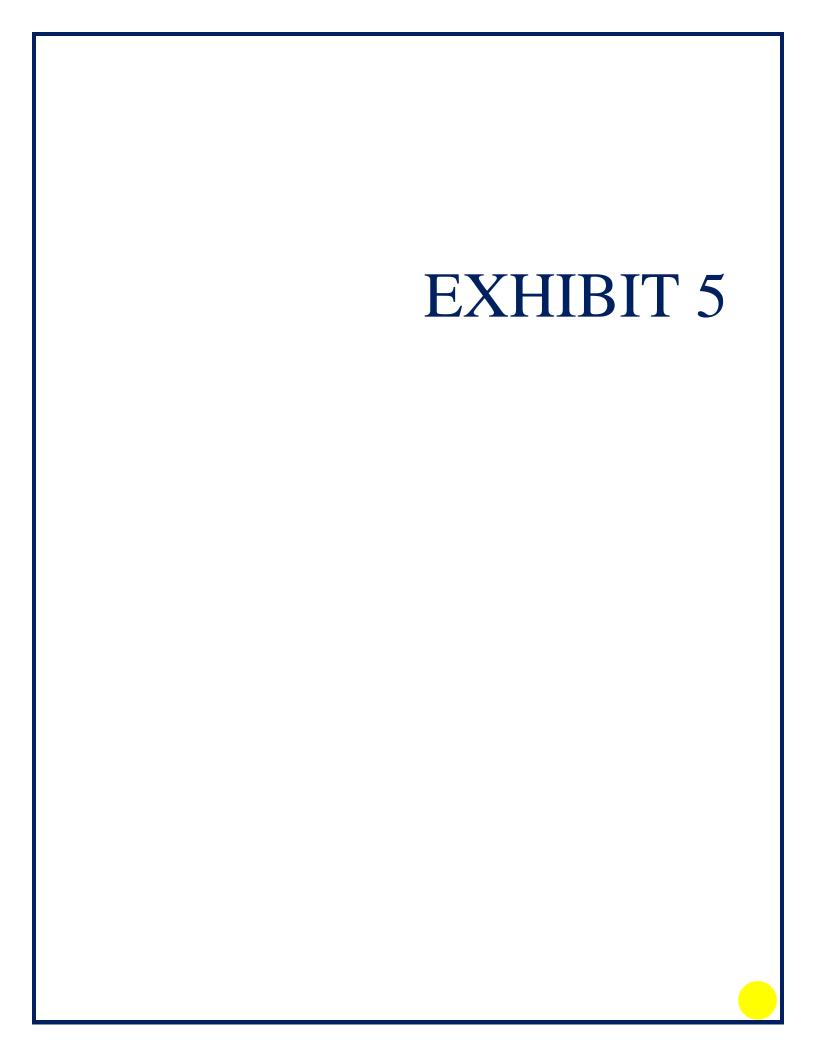
Residents
125"x24"



Stencils



RESIDENTS



Power Pool Services LLC



890 Killarney Lane Auburndale, FL 33832 407-530-7112

powerpoolservices@outlook.com

POOL SERVICES PROPOSAL AGREEMENT

Date: 09/12/2022

Solterra Resort 5200 Solterra Blvd Davenport, FL 33837

Thank you for giving Power Pool Services, LLC the opportunity to bid on the above property. We submit the following specifications and materials for the complete process of commercial pool service as per industry standards and guidelines and Florida administrated code 64E-9 for public swimming pools.

DESCRIPTION OF WORK:

POOL MAINTENANCE:

- A security check will be made by inspecting any broken floor returns, skimmer plates, life rings, shepherd's hook, loose handrails, main drain, etc.
- Maintain inspection report for DH921 as per Health Department.
- Chlorine and pH levels will be recorded on the chemical maintenance log on every service.
- Chemicals not included.
- Testing and adjusting chemical values as needed. This includes pH, chlorine, total alkalinity, Muriatic acid, and calcium hardness levels.
- Chemicals (Total Alkalinity, Muriatic Acid, and Calcium Hardness) will be tested once a week as per Health Department.
- Vacuum / brush floors and walls / net / skim / clean tiles.
- Backwash filters weekly or sooner.
- Clean all filter cartridges and clean all filters at a minimum of weekly or sooner.
- Clean pump and skimmer baskets or any lint traps.

- Heated swimming pools: Adjust water volume for heater efficiency.
- Monitor condition of pool and its workings.
- Inform management or owners of any parts that need attention or replacing before purchase. (Repairs not included)

PROPOSAL PRICING:

Services will be provided seven days a week at a rate of \$2,800.00 per month. If overtime is needed due to natural disasters, the rate will be \$60 per hour / per personal. Service calls (for emergencies) will be provided from 7:00 am to 6:00 pm. Any emergencies that are not in the scope of work listed above, are considered a service call. Service calls will be attended to no later than one hour from the time the call was requested. Service calls have a cost of \$120 per call upon arrival and \$80 per hour.

ACCEPTANCE OF PROPOSAL:

Either party may terminate this agreement with 30 days' notice. All accounts must be paid up to date for notice to be given (Should there be a disagreement that cannot be solved). When inspected by the local health department Power Pool Services, LLC must receive a legible copy of the inspection within 24 hours so that any work needed may be completed by the due date. This is a 12-month annual contract pricing, which will then role for the next consecutive twelve months, any changes to the contract need to be in writing and accepted by both parties. Non-service hours should be monitored by onsite maintenance or members.

All services will be performed by skilled and experienced certified pool operators. All work shall be done in a professional manner. Work areas shall be kept clean and free of debris. On acceptance Power Pool Services, LLC will start on the date agreed. All team members that work on commercial pools and spas are CPO/CPT certified, as required by the state. Please do not hesitate to call to discuss any of the above mentioned.

Lukas Alfalla Owner/President (407)530-7112

Samdri Pool Services LLC



Samdri Pool Tech, LLC

3539 Lady Diana Dr Davenport, FL 33837 Cell: 407-953-4378

Service Agreement for:

• Soltera Resort

This agreement is for the weekly pool maintenance and chemical supply for all location (1 Large pool, 1 Spa, and 1 Lazy River)

Our services for cleaning and maintain the pools would be 7 Times a week.

Pool Cleaning Duties:

- Test water and adjust water chemistry
- Maintain proper water balance (PH, calcium, Chlorine, alkalinity and cya)
- Net, vacuum, brush walls and floor as needed it
- Clean filters to maintain flow required
- Clean tiles as needed it
- Maintain health department records
- Maintain water levels to allow scum gutter to operate at maximum efficiency
- Report any equipment defaults to management (If Samdri Pool Tech can do the repair we will send a proposal for approval before service is performed)
- Maintain pool equipment are free of debris

Samdri Pool Tech, LLC. is responsible for maintaining the water to Health Department standards. If at any time the Health Dept. deems the pool below standards, Samdri Pool Tech, LLC. understands the fee charged by the Health Dept. will be deducted from monthly payment.

The amount for the above-mentioned service for the pools at **Soltera Resort** is \$6,500/month. **Samdri Pool Tech, LLC** is responsible for providing their own workers compensation and general liability insurance as well as keeping their licenses current. Payment is due 15 days from the date of the invoice to avoid a 10% late fee.

Any Emergency calls such as Human feces, vomiting, etc there will be a charge of \$300.00 for the call.

This agreement defines the understanding of services between **Soltera Resort** and **Samdri Pool Tech, LLC.** This agreement, should you accept, shall begin (_//_), unless noted otherwise herein, and continue for a period of one (1) year. This agreement will renew on anniversary date under the same terms in existence at the time of renewal. In the event of a breach, the allegedly breaching party must be provided with written notice of any violation of this Agreement and offered 30 days to cure this violation after receiving this notice. If the breach is not cured by the end of the 30-day period, then any previously delivered termination notice becomes effective without further notice.

Samdri Pool Tech, LLC agrees to hold harmless and indemnify **or** all suits or claims, including but not limited to any involving allegations of negligence or malfeasance against **Samdri Pool Tech, LLC.** Venue for any dispute shall be resolved in Mediation between the two parties in Osceola County, Florida. Should either party need to seek legal assistance for the enforcement or based upon a breach of this agreement, then that party shall be entitled to prevailing party fees and cost, including attorney's fees and costs.

Acceptance:	
Date:	Date:
Signature:	Signature:
Samdri Pool Tech, LLC	Date:
	Soltera Resort Board of Directors

T&S Swimming Pool Services LLC



T&S SWIMMING POOL SERVICES LLC.

1874 Cassidy knoll Drive, kindred, FI, 34744

The services pool is for weekly pool maintenance to a Large pool, a Spa, 1 Lazy River located in Soltera Resort. Amount for Services monthly: \$8000 dollars/month



SERVICE DETAIL

At each visit the following works will be carried out:

- *Vacuuming and cleaning background.
- *Brushing the pool wall.
- *Surface cleaning of water.
- *Washing and rinsing of filter.
- *Chlorine control and water PH.
- *Record of the visit and observations in general.

Monthly information will be given on the service delivered via e-mail or printed document.

Maintains pools would be 7 times a week. Administration of chemicals according to water analysis.





Guanerge Trujillo Cellphone: 4075419642





T&S SWIMMING POOL SERVICES LLC.

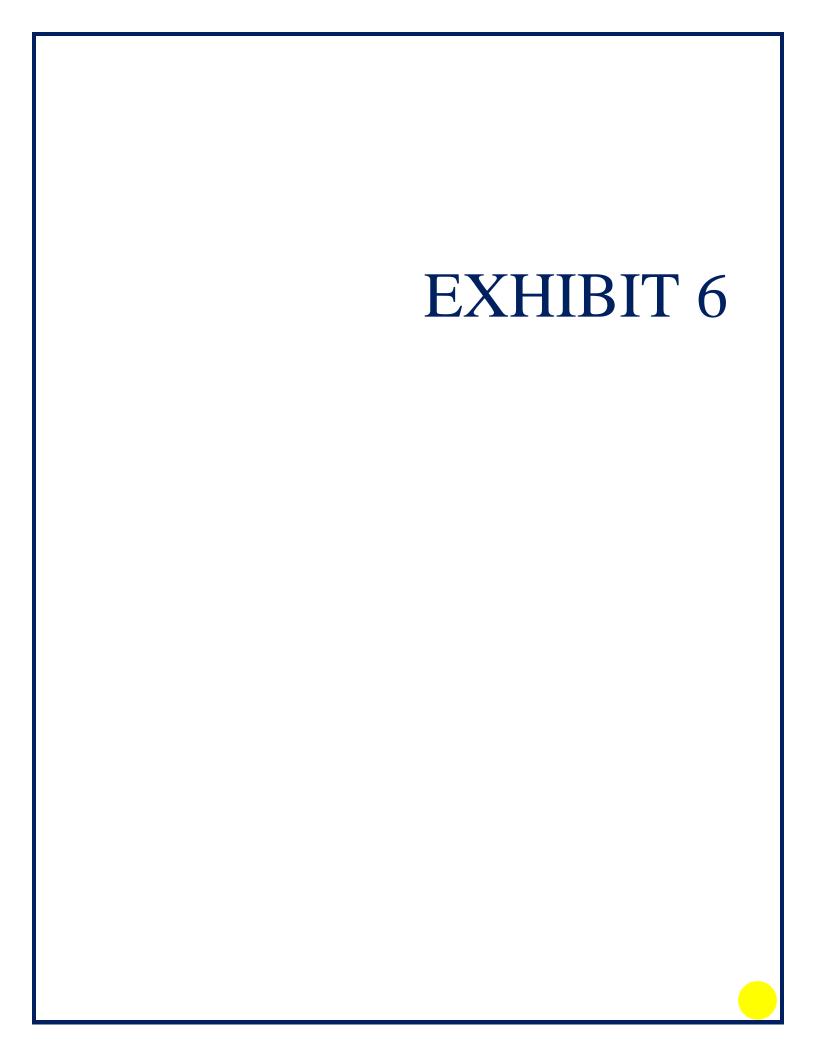
The following values are considered for swimming pools with operating equipment pump, filter, lateral aspirations and skimmer pipes without technical difficulties. If the equipment is not in optimal condition, it is the responsibility of the client to keep them in excellent condition for which they have continuous advice.



We must consider that one of the points that differentiate us from other services is the interest of providing high quality in your pool, which translates into giving enough time for the necessary details of the pool and not performing maintenance in less time to "win" More "as the competition. On the other hand, the staff of T & S Swimming pool services are reliable, friendly, attentive, respectful and responsible people.

If the pool is contaminated, it is necessary to perform a Bacteriological Treatment of Water Recovery before proceeding with the normal Cleaning Plan.







Quote

09/26/2016

To:

Cornerstone Solutions
Eric Meister
14620 Bellamy Brothers Blvd
Dade City, FL. 33525
866-617-2235
emeister@cornerstonesolutionsgro
up.com

Project:

Solterra Resort Poolside Grille Revision 1 Davenport, FL. 33837

Fram:

New & Nearly New Restaurant Equipment & Supplies, Inc. Jim Georgeades 301 South Pinellas Avenue Tarpon Springs, FL 34689-(727)934-5063 (Phone) (800)229-5063 (Toll Free) (727)942-3051 (Fax) nnnjim@nnneq.com

item	Qty	Description	5ell	Sell Total
1	1 ea	INDOOR WALK-IN COOLER/FREEZER	\$14,659.00	\$14,659.00

American Panel Corporation Model No. APSRPGB

American Panel Two Compartment Walk-In, model #APSRPGB. Overall exterior dimensions to be 7'-9" x 9'-8" x 9'-6". Freezer interior dimensions to be 7'-1" x 3'-4.5" x 8'-10.25" with 4" insulated Floor. Interior floor finish to be .100 Smooth Aluminum. Cooler interior dimensions to be 7'-1" x 5'-3.5" x 9'-2" on Vinyl Screed. Interior wall finish to be 26 ga. stucco acrylume, interior ceiling to be 26 ga. stucco acrylume, exposed exterior to be 26 ga. stucco acrylume.

(1) 36" X 75" flush mount magnetic infitting door with cam-rise hinges, padlockable dead bolt handle (exterior doors only), closer, brushed hardware, fully programmable WALK-IN MONITORING SYSTEM 100 featuring audio/visual temperature alarm with digital thermometer, high & low set points, 115V output, energy saving door frame heater wire, vapor proof light & switch with pilot light. (1) 36" X 77" flush mount magnetic infitting door with cam-rise hinges, padlockable deadbolt handle (exterior doors only), closer, brushed hardware, fully programmable WALK-IN MONITORING SYSTEM 100 featuring audio/visual temperature alarm with digital thermometer, high & low set points, 115V output, energy saving door frame heater wire, vapor proof light & switch with pilot light. Accessories to include: (2) Upcharge for UL Listed Alumastand, (4) Door Kickplate, 1/10" aluminum tre adplate, 36" High, <37" Door, (2) Center Light Over Door.

Refrigeration to be located Outdoors. Freezer Refrigeration Details: 3,398 BTUH system capacity, sized for a walk-in heatload of 3,219 BTUH. Cooler Refrigeration Details: 7,966 BTUH system capacity, sized for a walk-in heatload of 4,795 BTUH. Freezer system to be air-cooled hermetic 0.75 HP condensing unit supplied with a BTUH matched reach-in evaporator coil. Cooler system to be air-cooled hermetic 1.00 HP condensing unit supplied with a BTUH matched standard evaporator coil. Refrigeration accessories to include: (2) Galv Weather Cover, (2) Steel Compressor Mounting Stand, (2) Winterization

Solterra Resort Poolside Grille Revision

1

Cornerstone Solutions

Page 1 of 15

Item	Qty	Description	Sell	Sell Total
		Controls, Package, (2) Defrost Timer, Package Unit.		
2	1 ea	REFRIGERATION COIL		<included></included>
		American Panel Corporation Evaporator Coil For Cooler		
2.1	1 ea			<included:< td=""></included:<>
	5.00	American Panel Corporation		- Included
		Remote Condenser, Cooler		
3	1 ea	REFRIGERATION COIL		<included></included>
		American Panel Corporation		- Included
		Evaporator, Freezer		
3.1	1 ea	REMOTE CONDENSER UNIT		<included:< td=""></included:<>
10.75	0.00	American Panel Corporation		Cincidded.
		Remote Condenser, Freezer		
1	1 ea	SERVICE FAUCET	\$95.00	\$95.00
	-000	John Boos Model No. PBF-SS-6-X	555.00	333.00
1		Service Sink Faucet, vacuum breaker nozzle with 3-4" garden hose		
	1	thread, pail hook, top support arm, 1/2" NPT female flanged, with		
4	17.0	adjustable inlet with screwdriver stop		
CI	ass 77.5	Weight: 5 lbs total		
5	4 ea	WIRE SHELVING	\$28.00	\$112.00
		Advance Tabco Model No. EG-2442-X Lite™ Series Wire Shelving, 42"W x 24"D, heavy duty, green epoxy coated, NSF		
	4 ea	EGP-74-X Lite™ Series Wire Shelving Post, 74"H, numbered, heavy	\$7.75	\$31.00
		duty, green epoxy coated, adjustable feet, NSF		0.81200
3	Class 70	Weight: 81 lbs total		
			ITEM TOTAL:	\$143.00
	1 ea	BAG IN BOX RACK ACCESSORIES		<by vendor=""></by>
		Custom		2.11.71 * 17-207-318100-
		BAG-N-BOX		
		SPARE NO.		
le .	1 ea	SANDWICH / SALAD PREPARATION REFRIGERATOR	\$2,314.00	\$2,314.00
-	-	Continental Refrigerator Model No. SW36-8-FB	Action Control	1971 P. P. LEWIS
100	-4	Sandwich Unit, Front Breather, 36" wide, two-section, (8) 1/6 size x	4"	
		deep pans with 12" cutting board, (2) field rehingable doors, stainle	SS	
100		steel top & front, aluminum sides & interior, 3-5/8" casters, rear		
	-	mounted self-contained refrigeration, 1/5 hp		
	1 ea	Standard warranty (for the United States & Canada Only): 3 year part	ts	
		and labor; 5 year compressor		
	1 ea	115v/60/1, 6.3 amps, NEMA 5-15P, standard		
CI	ass 150	Weight: 240 lbs total		
	1 ea	SANDWICH / SALAD PREPARATION REFRIGERATOR	\$2,699.00	<alternate></alternate>
rra Re	sort Pool	side Grille Revision	2.5	
TS TELL SE		Cornerstone Solutions		Page 2 of

Page 3 of 15

Item Qty	Description	Sell	Sell Total
	Continental Refrigerator Model No. CRA43-6 Refrigerated Base Sandwich Unit, 43" wide, #300 Series stainless steel top with (6) 1/6 size x 4" deep non-recessed pans, stainless steel front & sides, galvanized steel case back, aluminum interior, 12" deep nylon cutting board, (1) full & (1) half height field rehingable doors, 5" casters, 1/4 hp, side-mounted refrigeration, NSF, CE, ETL		
1 ea	이 보다 가장 하는 사람들은 이 이 이번 살아가면 되었다면 되었다면 말했다면 하는데		<alternate></alternate>
1 ea	115v/60/1, 5.3 amps, NEMA 5-15P, standard		<alternate></alternate>
1 ea	3. p. 2. 4. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		<alternate></alternate>
Class 150	Weight: 350 lbs total		
8 1ea	SANDWICH / SALAD PREPARATION REFRIGERATOR	\$3,449.00	<alternate></alternate>
	Continental Refrigerator Model No. CRA43-6-D Refrigerated Base Sandwich Unit, 43" wide, #300 Series stainless steel top with (6) 1/6 size x 4" deep non-recessed pans, stainless steel front & sides, galvanized steel case back, aluminum interior, 12" deep nylon cutting board, (2) drawers - top holds (1) 12" x 20" + (3) 1/6 pans & Bottom drawer holds (2) 12" x 20" pans, (1) half height field rehingable door, 5" casters, 1/4 hp, side-mounted refrigeration, NSF, CE, ETL	3.00	
1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year compressor		<alternate></alternate>
1 ea	115v/60/1, 5.3 amps, NEMA 5-15P, standard		<alternate></alternate>
1 ea	115v/60/1, standard		<alternate></alternate>
1 ea	Condensing unit on the right, standard		<alternate></alternate>
Class 150	Weight: 350 lbs total		
9 1ea	SHELVING, WALL-MOUNTED John Boos Model No. EWS8-1684-X Shelf, wall-mounted, 84"W x 16"D, finished with stallion safety edge front, 1-1/2" turned up backsplash, (3) support brackets, 18/300 series	\$136.00	\$136.00
Class 55	stainless steel with # 4 polish, NSF, KD (FLYER NET PRICING)		
9 1ea	Weight: 35 lbs total WORKTOP FREEZER	d2 510 00	40 540 00
	Continental Refrigerator Model No. SWF48-FB Work Top Freezer, Front Breather, 48" wide, two-section, stainless steel flat top, (2) field rehingable doors, stainless steel front, aluminum sides & interior, 3-5/8" casters, rear mounted self- contained refrigeration, 1/2 hp Standard warranty (for the United States & Canada Only): 3 year parts	\$2,549.00	\$2,549.00
	and labor; 5 year compressor 115v/60/1, 9.9 amps, NEMA 5-15P, standard		
Class 150	Weight: 248 lbs total		
	WORKTOP FREEZER	\$3,447.00	<alternate></alternate>
	Continental Refrigerator Model No. CFA43 Freezer Base, 43" wide, #300 stainless steel flat work top, stainless steel front and end panels, galvanized steel rear and grill, aluminum	40,111,00	anter netes

Cornerstone Solutions

Item	Qty	Description	Sell	Sell Tota
	1 ea	the party		<alternate:< td=""></alternate:<>
	4000	and labor; 5 year compressor		
	1 ea	The state of the s		<alternate:< td=""></alternate:<>
2.1	1 ea	Condensing unit on the right, standard		<alternate:< td=""></alternate:<>
	s 150	Weight: 340 lbs total		
11	1 ea		\$3,247.00	\$3,247.00
T House	-	Bakers Pride Model No. P44S		
		HearthBake Series Oven, countertop, electric, pizza/pretzel, two		
122	300	compartment, 3-1/4" deck height, (4) removable 20-3/4"W x 20-3/4"D Cordierite hearth decks (2 per deck), 300°F - 650°F thermostat, 15 min.		
CHICK	200	mechanical timer, stainless steel exterior, 7,200w, NSF, cULus, CE		
· ·				
	1 ea	One year parts & labor standard		
	1 ea	208v/60/1-ph, 35.4 amps, NEMA 6-50P		
	1 ea	T5107Y Oven Deck Brush, 2" high for counter top ovens	\$59.00	\$59.00
-1500	1 ea	4" Legs, adjustable, standard		
Cla	ss 85	Weight: 296 lbs total		
		m	EM TOTAL:	\$3,306.00
11	1 ea	COUNTERTOP OVEN	\$9,753.16	<alternate:< td=""></alternate:<>
		Ovention Model No. MATCHBOX M360-12		
1	3	Precision Impingement™ Cook Oven, rapid cook alternative, electric,		
原 是	3	ventless, countertop, (2) cooking surfaces, FlexTemp™, one-touch		
, Acres	=	display, variable speed motor, built-in self diagnostics, cool to touch covers and panels, stainless steel front, top, sides and back cool touch		
		exterior, stainless steel interior, USB menu, up to 600 pre-		
		programmed cooking settings, stainless steel exterior, 25/28 amps,		
		208/240v/60/1-ph, NEMA 6-30P		
Class	125	Weight: 185 lbs total		
12	2 ea	WATER FILTER SYSTEM		<price< td=""></price<>
				Included In
			It	em # 13 & 14>
		Ice-O-Matic		
	-	Water Filters For Ice-o-Matic Ice Machines		
13	1 ea	ICE CUBER WITH BIN	\$2,266.00	\$2,266.00
-	i i	Ice-O-Matic Model No. ICEU226HA		
	1	ICE Series™ Cube Ice Maker, cube-style, undercounter, air-cooled,		
-		self-contained condenser, approximately 241 lb production/24 hours,		
		70 lb. built-in bin, half-size cube, 208-230v/60/1-ph, 6.0 amps, cULus, NSF, CE		
		3 yr. parts & labor warranty, standard		
		5 yr. evaporator warranty, standard		
		5 yr. parts on the compressor warranty, standard		
	1 ea	IFQ1 Water Filter Manifold, single filter, 6"W x 4"D x 15"H, for ice	\$99.00	\$99.00
		makers producing up to 1,000 lbs. (454.4 Kg.) of ice per day, 1.5 gpm maximum flow rate, pressure 125 max psi, IsoNet scale inhibitor, .5		
		maximum now rate, pressure 123 max psi, isonet scale inhibitor, .5		
		micron particle reduction, NSF (water filters must be changed every		
		micron particle reduction, NSF (water filters must be changed every 180 days (6 months), at a minimum), NSF		
	1 ea	micron particle reduction, NSF (water filters must be changed every 180 days (6 months), at a minimum), NSF 7 yr Evaporator warranty in lieu of standard 5 yr, if a water filter is		
	1 ea	micron particle reduction, NSF (water filters must be changed every 180 days (6 months), at a minimum), NSF		Page 4 of

Item	Qty	Description	Sell	Sell Total
		purchased with the machine & filters replaced every 6 mo. (USA & Canada only)		
C	lass 92.5	Weight: 163 lbs total		07:1-06:1-
			TEM TOTAL:	\$2,365.00
14	1 ea	ICE CUBER WITH BIN	\$2,266.00	\$2,266.00
		Ice-O-Matic Model No. ICEU226HA ICE Series™ Cube Ice Maker, cube-style, undercounter, air-cooled, self-contained condenser, approximately 241 lb production/24 hour 70 lb. built-in bin, half-size cube, 208-230v/60/1-ph, 6.0 amps, cULus,		
		NSF, CE		
		3 yr. parts & labor warranty, standard		
		5 yr. evaporator warranty, standard		
	1 ea	5 yr. parts on the compressor warranty, standard		
	1 ea	IFQ1 Water Filter Manifold, single filter, 6"W x 4"D x 15"H, for ice makers producing up to 1,000 lbs. (454.4 Kg.) of ice per day, 1.5 gpm maximum flow rate, pressure 125 max psi, IsoNet scale inhibitor, .5 micron particle reduction, NSF (water filters must be changed every 180 days (6 months), at a minimum), NSF	\$95.00	\$95.00
	1 ea	7 yr Evaporator warranty in lieu of standard 5 yr, if a water filter is purchased with the machine & filters replaced every 6 mo. (USA & Canada only)		
C	lass 92.5	Weight: 163 lbs total		
			TEM TOTAL:	\$2,361.00
15, 15.1	1 ea	HOOD SYSTEM	\$11,535.00	\$11,535.00
		Captive-Aire		
		Cook Line Hood To Consist Of:		
		* HOOD #1 - COOK LINE		
	1 ea	5424ND-2-PSP-F 8' 6" Long Exhaust Only Wall Canopy Hood W / From Perforated Supply Plenum W / Built-In 3" Back Standoff	t	
	1 ea	430 S/Steel Where Exposed		
	6 ea	CAPTRATE S/Steel Solo Filter, 16" Tall x 16" Wide, W / Hook, ETL Liste Particulate Capture Efficiency: 93% Efficient At 9 Microns, 72% Efficient At 5 Microns		
	3 ea	L55 SERIES E26 Canopy Light Fixture - High Temp Assembly Includes Clear Thermal & Shock Resistant Globe (L55 Fixture), Bulbs By Others	i	
	1 ea	Exhaust Riser, 12" x 16" x 4", Factory Installed		
		Supply Riser, 12" x 24", W / Volume Dampers		
		1/2 Pint Grease Cup, New Style, Flanged Slotted ** FIRE SYSTEM #1 **		
	Special Control	Complete System, Includes Final Field Hook Up, Permits & Tests		
	1 ea	ANSUL-3.0/1.5 Ansul 4.5 Gallon Wall Mounted Fire System, Includes Pre-Piped Hood W/ Detection		
		* FAN #1 - EXHAUST FAN (EF-1)		
	1 ea	DU180HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan V Disconnect Switch And 18.75" Wheel Exhaust Fan Handles 2210 CFM @ -1.5000" wc ESP, Fan Runs At 1182	V/	
erra Re	esort Pool	RPM side Grille Revision		
		The state of the s		district the same

Cornerstone Solutions

3611

- Exhaust Motor: 1.500 HP, 3 Phase, 208 V, 4.4 FLA, Open Drip Proof, Premium E-Plus Efficiency
- 1 ea Grease Cup For Kitchen-Duty Centrifugal Exhaust Fans, Box Dimensions: 17-1/8" Lx 5-1/16" W x 3-3/4" H, 18 Ga., Includes Down Spout
- 1 ea Vented Base For Curb
- 1 ea CRB26.5X24E EF-1 Curb On Fan #1 Flat Curb
- 1 ea Hinged Base For Curb, Standard Hinge Attached To Curb, Used On Fans W/ Wheels 20" Or Smaller, 12 Ga. Galvanized
 - * FAN #2 SUPPLY FAN (MUA-1)
- 1 ea A2-G15 Untempered Supply Unit W/ 12" Blower In Size #2 Housing Supply Fan Handles 1547 CFM @ 0.500" wc ESP, Fan Runs At 606 RPM Supply Motor: 0.500 HP, 3 Phase, 208 V, 1.9 FLA, Open Drip Proof Down Discharge - Air Flow Right -> Left
- 1 ea Sloped Filtered Intake For Size #2 Modular Untempered Supply Unit, 26.813" W x 53.625" L x 31.313" H, Includes 2" MV EZ Kleen Metal Mesh Filters
- 1 ea CRB31X24 MUA-1 Curb On Fan #2 Flat Curb

* ELECTRICAL SYSTEM #1

- 1 ea DCV-1111 Demand Control Ventilation Electrical System W/ Control For (1) Exhaust Fan, (1) Supply Fan, Exhaust On In Fire, Lights Out In Fire, Fans Modulate Based On Duct Temperature. Room Temperature Sensor Shipped Loose For Field Installation. Includes (1) Duct Thermostat Kit
 - * Inverter Duty 30-Phase Motor Required!
 - * Verify Distance Between VFD & Motor; Additional Cost Could Apply If Distance Exceeds 50' 0"
- 1 ea ESV371N02YXB571 Variable Frequency Drive, 1/2 HP Max., 200/240V, 1 Or 3 Phase Input, 2.4 Amps Max., NEMA 1 Enclosure, W/ 2RI-45 For MODBUS
- 1 ea ESV112N02YXB571 Variable Frequency Drive, 1/2 HP Max., 200/240V, 1 Or 3 Phase Input, 6.0 Amps Max., NEMA 1 Enclosure, W/ 2RJ-45 For MODBUS.
- 1 ea S/Steel Hinged Electrical Box, 20" W x 18" H x 8.62" D, NEMA 1 VENTED, Includes Fan Filter Assembly
 - * Used On New SC-EMS Control Panels
- 1 ea PSP Thermostat Kit, Includes (1) Duct Thermostat, Quick Seal & J-Box For Monitoring Of PSP Discharge Temperature
- 1 ea CASLink Building Monitoring System Communications Module, Includes Monitoring Provisions For CORE Interlock Fire Network & Hood Control Network.
 - * Requires Internet Connection
- 1 ea Digital Prewire Lighting Relay Kit, Includes Hood Lighting Relay & Terminal Blocks, Allows For Up To 1400W Of Lighting Each
 - * WRAPPERS & SPLASHES
 - * HOOD #1 COOK LINE
- 1 ea FIELD WRAPPER 18.00" H Front, Left, Right
- 1 ea BACKSPLASH 80.00" H x 102.00" L, 430 S/Steel Vertical, Includes End Caps & Divider Bars

Solterra Resort Poolside Grille Revision

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Cornerstone Solutions

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Item Qty

Description

Sell

Sell Total

- 1 ea SIDESPLASH 80.00" H x 30.00" L Left, 430 S/Steel Vertical, Includes End Caps & Divider Bars
- 1 ea SIDESPLASH 80.00" H x 30.00" L Right, 430 S/Steel Vertical, Includes End Caps & Divider Bars
 - ** CUSTOMER INFORMATION **
- 1 ea INSTALLATION BY OTHERS: INSTALLATION, DUCTWORK, PATCHING, ALL ELECTRICAL FIELD WIRING, START-UP & BALANCE, GAS OR ELECTRIC SHUTDOWN FOR FIRE SYSTEM HOOK-UP.

NOTE: CUSTOMER IS RESPONSIBLE FOR ADDITIONAL LABOR CHARGES AS A RESULT OF COOKING EQUIPMENT LAYOUT CHANGES AFTER THE RELEASE OF THE ORDER, UNION LABOR / PREVAILING WAGE CHARGES OR ADDITIONAL TRIPS BY FIRE SYSTEM DISTRIBUTOR CAUSED BY JOBSITE DELAYS, PERMITS, FEES OR TEST REQUIRED BY LOCAL AUTHORITY. SUBMITTAL WILL SPECIFY APPLICABLE TESTING & APPROVAL AGENCIES.

CAPTIVE AIRE SYSTEMS REQUIREMENT FOR ALL FIELD HOOK UPS: ALL FIRE SYSTEM DETECTION CONDUIT MUST BE 1/2" EMT. ALL CONDUIT FITTINGS MUST BE COMPRESSION TYPE & FULLY TIGHTENED. ALL CONDUIT ENDS MUST BE REAMED, DEBURRED & BLOWN CLEAR OF DEBRIS PRIOR TO ASSEMBLY. ALL CONDUIT MUST BE FULLY & ROBUSTLY SUPPORTED TO AVOID ACCIDENTAL FIRE SYSTEM DISCHARGE.

CAPTIVE AIRE SYSTEMS PRODUCT MUST BE INSTALLED IN ACCORDANCE WITH INSTALLATION INSTRUCTIONS PROVIDED WITH EQUIPMENT OR AVAILABLE ON OUR WEB SITE AT www.captiveaire.com.

DUCTWORK MUST BE DESIGNED & INSTALLED IN ACCORDANCE WITH AMCA & ASHRAE STANDARDS AS PRESENTED IN CAPTIVE AIRE SYSTEMS "GUIDE TO DESIGNING AIR FLOW SYSTEMS" AVAILABLE AT http://www.captiveaire.com/manuals/airsystemdesign/designairsystems.htm.

NOTE: AS PER CAPTIVE AIRE DRAWINGS PROVIDED

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ea SODA BEVERAGE POST / PRE MIX DRINK DISPENSER

<By Vendor>



Servend Model No. DI-2323-8
Drop-In Beverage Dispenser, (8) Flomatic 464 valves, 80 lb. ice bin capacity, LED lighted dual-view™ merchandiser with "Quench Your Thirst" sign, flex manifold, key switch, drain kit, front accessible cold plate with 3/8" barbed fittings, (1) recessed 3/4" FPT is located on the bottom if the unit & (1) recessed 3/4" FPT drain connection for the

drain pan adjacent to the cold pan drain, cUL, UL, NSF 1ea Ambient carbonation, standard

1 ea 120v/60/1-ph, 2.4 amps, standard

1 ea 2 year limited parts & 1 year limited labor warranty (USA)

1 ea Sanitary lever operated beverage valves

Class 85

Weight: 190 lbs total

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1 ea FRYMATE VX15 DRAIN CABINET

\$950.00

\$950.00

Solterra Resort Poolside Grille Revision

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Cornerstone Solutions

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Item	Qty	Description	Sell	Sell Tota
		Vulcan Model No. FRYMATE VX15		
	1	Frymate™ Holding Station, free standing or add-on unit, 15-1/2" wide,		
100		30-1/8" depth, stainless steel cabinet base, stainless steel top drain		
1	9	section with removable grease collector, set of 4 casters (2 locking),		
		connecting strip and hardware included, (for 35-65 lb capacity gas or electric fryers)		
	1 ea	1 year limited parts & labor warranty, standard		
	lass 85	Weight: 122 lbs total		
17.1	1 ea	FRYER	\$4,395.00	\$4,395.00
	2	Vulcan Model No. 1TR45A		
200	N.	PowerFry3™ Fryer, gas, high efficiency, 15-1/2" W, free-standing, 45-		
1	8	50 lb. capacity, solid state analog knob control with melt cycles,		
- 6	ı.	ThreePass™ heat transfer system, electronic ignition, twin baskets,		
,	•	stainless steel cabinet and fry tank, adjustable casters (2 swivel locking & 2 non-locking), 70,000 BTU, CSA, NSF, ENERGY STAR*		
	1 ea			
	1 ea			
	1 ea	Gas type to be specified		
	1 ea	120v/60/1-ph, with cord & plug, standard		
C	lass 85	Weight: 201 lbs total		
17.1	1 ea	FRYER	\$6,875.00	<alternate></alternate>
60	10	Vulcan Model No. 1TR45AF		
1	3	PowerFry3™ Fryer, gas, high efficiency, 15-1/2" W, free-standing, 45-		
1	I .	50 lb. capacity, solid state analog knob control with melt cycles,		
1	C.	ThreePass™ heat transfer system, electronic ignition, KleenScreen		
		PLUS* filtration system, twin baskets, stainless steel cabinet and fry		
		tank, adjustable casters (2 swivel locking & 2 non-locking), 70,000 BTU,		
	4	CSA, NSF, ENERGY STAR®		- SETTING STATES
	1 ea	1 year limited parts & labor warranty, standard		<alternate></alternate>
		10 year limited tank warranty, standard		<alternate></alternate>
	1ea	Gas type to be specified		<alternate></alternate>
	1 ea	120v/60/1-ph, with cord & plug, standard Weight: 230 lbs total		<alternate></alternate>
18	The second	CHARBROILER	\$2,795.00	\$2,795.00
		Star Model No. 8136RCBA	32,793.00	32,793.00
-	-	(QUICK-SHIP) Ultra-Max® Charbroiler, gas, 36"L, 30-5/8"D, 18"H, steel		
1		radiants, adjustable manual controls every 6", welded steel frame		
253	99-3	with stainless steel side & front panel, bullnose, cast iron broiling		
Tree.		grates, drip pan, splash guard & grease trough, 4" legs, 120,000 BTU,		
		cULus, UL, NSF 4		
	1 ea	3 year parts & labor warranty, standard		
		Gas type to be specified		
	and the same	Works 228 the set I		
C	ass 85	Weight: 328 lbs total		

Cornerstone Solutions

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Item	Qty	Description	Sell	Sell Tota
		Vulcan Model No. VACB36		
7		Achiever Charbroiler, countertop, 36", (6) 17,000 BTU cast iron burners,		
NE S		infinite heat control valves, fully welded chassis, (1) drip tray,		
		stainless steel front, sides & top trim, backsplash & grease trough, 4"		
		adjustable legs, 102,000 BTU, CSA, NSF		
	1 ea	5 7 TO 1 TO		<alternate></alternate>
	Class 85			<alternate></alternate>
10		Weight: 370 lbs total	6424500	64 24 5 22
19	1 ea		\$4,315.00	\$4,315.00
-	-	Continental Refrigerator Model No. DL60G Refrigerator Griddle Stand, two-section, (2) drawers - accommodates		
	100	(3) 12" x 20" x 6", dial thermometer stainless steel top with drip guard		
	SERVICE OF THE PERSON NAMED IN	marine edge, stainless steel exterior, interior and back, 4" casters,		
		self-contained refrigeration, 1/4 hp, 10 cord		
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts		
		and labor; 5 year compressor		
	1 ea	115v/60/1, 5.7 amps, NEMA 5-15P, standard		
	1 ea	Condensing unit on the left		
	1 ea	4 st Casters, standard		
)	Class 150	Weight: 495 lbs total		
20	1 ea	COUNTERTOP GRIDDLE	\$2,585.00	\$2,585.00
		Star Model No. 824TSA		
A	THE REAL PROPERTY.	Ultra-Max® Griddle, countertop gas, 24" W x 24" D cooking surface, 1"		
TO No.	7	steel griddle plate, electronic snap-action thermostats with pilot		
400	9.	safety, heavy-duty metal knobs, (2.5) controls, aluminum steel construction, stainless steel front with black trim, wrap-around		
		stainless steel splash guard, 3-1/2" grease trough & stainless steel		
		drawer, 4" adjustable legs, 80,000 BTU, 120v/60/1-ph, NEMA 5-15P,		
		cULus, UL EPH		
	1 ea	3 year parts & labor warranty, standard		
	1 ea	Gas type to be specified		
	Class 85	Weight: 300 lbs total		
20	1 ea	COUNTERTOP GRIDDLE	\$4,259.00	<alternate></alternate>
		Vulcan Model No. VCCG24-AC	2000	
ATT	-	Heavy Duty Griddle, countertop, gas, 24" W x 24" D cooking surface,		
-		3/4" thick Rapid Recovery™ composite plate, (2) burners, solid state		
F		thermostat every 12", atmospheric type "U" shaped aluminized steel		
		burners, electronic spark ignition & pilot protection, wire knob guards,		
		(1) drawer, stainless steel front, sides, front top ledge, front grease		
		trough, 4" back & tapered side splashes, 4" adjustable legs, 60,000 BTU, NSF, CSA		
	1 ea	1 year limited parts & labor warranty, standard		<alternate></alternate>
		Gas type to be specified		<alternate></alternate>
		120v/50/60/1-ph, 2 amp, NEMA 5-15P		<alternate></alternate>
	Class 85	Weight: 380 lbs total		
21		SANDWICH / PANINI GRILL	\$545.00	\$545.00
	4.00	Time that I continue white	3343.00	3545.00

Cornerstone Solutions

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	=	Star Model No. GX14IS (QUICK-SHIP) Grill Express™ Two-Sided Grill, electric, 14" W fixed		
	7	lower grill, hinged upper grill, smooth iron grill plates, thermostatic control, accommodates product up to 3" thick, 0.75" splash guard on bottom platen, stainless steel front & sides, cULus, UL EPH		
C	1 ea 1 ea lass 85	1 year parts & labor warranty, standard 120v/60/1-ph, 1.8 kW, 15.0 amps, NEMA 5-15P (Quick-Ship), standard Weight: 63 lbs total		
22	1 ea	Continental Refrigerator Model No. SW72-12-FB Sandwich Unit, Front Breather, 72" wide, three-section, (12) 1/6 size x 4" deep pans with 12" cutting board, (3) field rehingable doors, stainless steel top & front, aluminum sides & interior, 3-5/8" casters, rear mounted self-contained refrigeration, 1/4 hp Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year compressor 115v/60/1, 7.6 amps, NEMA 5-15P, standard	\$3,124.00	\$3,124.00
Cla 22	1 ea	Weight: 385 lbs total SANDWICH / SALAD PREPARATION REFRIGERATOR	\$4,989.00	
		Continental Refrigerator Model No. CRA68-12-D Refrigerated Base Sandwich Unit, 68" wide, #300 Series stainless steel top with (12) 1/6 size x 4" deep non-recessed pans, stainless steel front & sides, galvanized steel case back, aluminum interior, 12" deep nylon cutting board, (4) drawers - top drawers hold (1) 12" x 20" + (3) 1/6 pans each & Bottom drawers holds (2) 12" x 20" pans each, (1) half height field rehingable door, 5" casters, 1/3 hp, side-mounted refrigeration, NSF, CE, ETL		
	1 ea	Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year compressor		<alternate:< td=""></alternate:<>
	1 ea	115v/60/1, standard		<alternate:< td=""></alternate:<>
	1 ea	Condensing unit on the left		<alternate:< td=""></alternate:<>
Cla	ass 150	Weight: 490 lbs total		
24	1ea	HAND SINK John Boos Model No. PBHS-W-0909-SSLR-X Pro-Bowl Hand Sink, wall mount, 12" W x 14-1/2" D x 12-1/4" H O.A, all stainless steel construction, 9"W x 9" front-to-back x 5" deep bowl, 1-7/8" drain, basket drain included, 4" O.C. splash mounted faucet holes includes left & right side splash, basket drain, NSF, CSA (faucet NOT included) (FLYER NET PRICING)	\$118.00	\$118.00
	1 ea	PBF-4SM-5GLF-X Sink Mixing Faucet, with 5" gooseneck spout, splash mounted, 4" centers, with 1/2" NPT (LOW LEAD FAUCET) (FLYER NET PRICING)	\$83.00	\$83.00
C	lass 85	Weight: 16 lbs total	TOTAL:	\$201.00
24	1	DRAFT BEER COOLER	\$2,774.00	\$2,774.00

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Item	Qty	Description	Sell	Sell Total
ų.	q	Turbo Air Model No. TBD-3SD		
-		Super Deluxe Beer Dispenser, 69-1/8" L, (2) swing doors, stainless		
25		steel countertop & exterior, stainless steel inside walls & floor,		
-	-	galvanized steel interior top, (3) 1/2 barrel capacity, (2) 3" dia.		
		stainless steel insulated beer columns with double faucet, door locks,		
		recessed handles, LED interior lighting, side mount, front breathing, 4"		
		casters, 1/3 HP, 115v/60/1, 7.0 amps, cord with NEMA 5-15P, NSF7, cETLus, ENERGY STAR®		
	1.00	3 year parts & labor warranty, standard		
		Additional 2 year compressor warranty (5 year total), standard		
	1 ea	Self-contained refrigeration, standard		
(Class 150	Weight: 338 lbs total		
24	1 ea		\$2,999.00	<alternate></alternate>
	200	Krowne Metal Model No. DB72L	42,555.00	-Aiternates
		Draft Beer Cooler, two section, 72"W x 24"D, self-contained		
		refrigeration mounted on left, (1) stainless steel draft beer tower with		
		(3) faucets & 16" x 8" drain pan, 30°F to 40°F temperature range, (2)		
		hinged doors with locks, (2) stainless steel floor racks, digital		
		thermostat, galvanized interior walls, stainless steel interior floor,		
		includes condensate evaporator, R134a, 1/4 HP, 115v/60/1-ph, 6.0 amps, 8' cord & NEMA 5-15P, ETL		
	1 ea	This equipment is intended for the storage & display of non-		<alternate></alternate>
	7.77	potentially-hazardous bottle or canned products only.		Aiternates
	1 ea	1 year parts & labor warranty, 5 year compressor warranty, standard		<alternate></alternate>
		3-faucet Column tower, standard		<alternate></alternate>
	2 ea	S - Stainless steel doors	\$92.00	<alternate></alternate>
	1 ea	S - Stainless steel top, standard		<alternate></alternate>
	1 ea	S - Stainless steel cabinet sides, both, standard		<alternate></alternate>
	1 ea	L - Left hinge location, first door		<alternate></alternate>
	1 ea	R - Right hinge location, second door		<alternate></alternate>
	1 st	BC-135 Casters, 3" with brakes, (set of 6), raises unit 4"	\$99.00	<alternate></alternate>
C	lass 150	Weight: 514 lbs total		
		ITEM TOTAL: <alt< td=""><td>ternate></td><td>\$3,282.00</td></alt<>	ternate>	\$3,282.00
4	1 ea		\$3,405.00	<alternate></alternate>
		Perlick Corporation Model No. DDC68		
273	1	Concessionaire Draft Beer Dispenser, self-contained direct draw, 68"W		
132 132	1	x 24-3/4"D x 40-9/16"H, holds (2) half barrels & (1) quarter barrel (LESS TAPPING), 33-40"F temperature range, (2) solid doors, digital		
Appen		thermostat, front vented, automatic defrost & evaporator condensate,		
		includes floor drain, stainless steel exterior, (4) 6-1/8" casters, R134a,		
		1/4 HP, 5.5amps; NEMA 5-15P, NSF, cULus		
	1 ea	120v/60/1-ph, 5.5 amps, NEMA 5-15P		<alternate></alternate>
		5 yr. compressor warranty, 1 yr. parts & labor warranty		<alternate></alternate>
		Stainless Steel - Draft Arm Top		<alternate></alternate>
	1 ea	69526-2DA Draft Arm Style Beer Dispensing Kit - (2) Faucets, Chrome	\$520.00	<alternate></alternate>
		(dispensing head, drainer, faucet(s), air distributors, beer line	William Control	
		connectors, air hose, air distributor cover, beer & drain line covers, air		
		scoop & tubing, air sleeve, spanner wrench, drainer tubing - 8',		
ara Re	sort Pool	side Grille Revision		
		Cornerstone Solutions		Page 11 of 1

Item	Qty	Description	Sell	Sell Tota
		silicone, hardware & fittings, field installation kit) (NOTE: keg couplers		
	1 00	sold separately) Note: Keg coupler not included in beer dispensing kits; must be		<alternate></alternate>
	100	ordered separately. Refer to the Perlick tapping price book or		Alternate
		perlick.com		
Cl	ass 92.5	Weight: 365 lbs total		
		ITEM TOTAL: <a< td=""><td>Iternate></td><td>\$3,925.00</td></a<>	Iternate>	\$3,925.00
25	1 ea	GLASS FROSTER	\$1,669.00	\$1,669.00
		Krowne Metal Model No. MC24S		
80	100	Underbar Glass Froster, slide top, 24"W x 24"D, self-contained		
100	100	refrigeration, -5° to 5°F temperature range, digital thermostat, (1) sliding door on top, interior floor rack & (2) layers of shelves,		
()	255	automatic defrost timer, automatic condensate eva porator, stainless		
		interior & exterior, R404A, 1/3 HP, 115v/60/1-ph, 5.2 amps, 8' cord with		
		NEMA 5-15P, ETL-Sanitation		
	1 ea	This equipment is not intended for storage or display of food or		
		beverages.		
		1 year parts & labor warranty, 5 year compressor warranty, standard	Sec	
1.00		BC-134 Casters, 3" with brakes, (set of 4), raises unit 4"	\$69.00	<optional></optional>
C	ass 150	Weight: 169 lbs total		44 *** **
	4 92	TOTAL CONTRACTOR OF THE PROPERTY OF THE PROPER	M TOTAL:	\$1,669.00
15	1 ea	GLASS FROSTER Perlick Corporation Model No. FR24	\$1,727.00	<alternate></alternate>
-		Glass Froster, underbar, 24"W, self-contained refrigeration, -10"F to		
	9	10°F temperature range, (3.75) cu.ft. interior volume, (1) dent-		
200	236	resistant stainless steel sliding door on top with die-cast handle, door		
ann:	and .	frame heater, front vented, manual defrost, self-evaporating		
		condensing pan, includes floor racks, stainless steel top & interior,		
		R134a, 1/3 HP, 115v/60/1-ph, 5.8 amps, 6' cord & NEMA 5-15P, NSF, cUlus		
	1	5 yr. compressor warranty, 1 yr. parts & labor warranty		
	1 ea	는 보고를 사용하는 경기를 받는 것을 보고 있다. 그리고 있는 경기를 받아 보고 있는 경기를 보고 있는 것이다. 그리고 있는 것이다는 그리고 있다면 보고 있다. 그리고 있는 것이다는 그리고 있다면 사용하는 것이다.		<alternate></alternate>
	2000	Flat shelving (2 Layers)	\$43.00	<alternate></alternate>
C	ass 150	Weight: 190 lbs total	\$45.00	VALUE HOLES
.,99		ITEM TOTAL: <ai< td=""><td>ternate></td><td>\$1,770.00</td></ai<>	ternate>	\$1,770.00
6	1 ea	GLASSWASHER	\$3,865.00	\$3,865.00
MES	-	Jackson WWS Model No. DELTA 115	0.16	100
		Delta* Underbar Glasswasher, rotary type, 25-1/4"W x 25-1/4"D x 39"H,		
-		double-wall stainless steel construction, low temperature chemical		
-	100	sanitizing, approximately (1,200) glasses/hour capacity, (3) built-in		
	1	dispensing pumps, clockwise rotation, auto-start, gravity drain, 1/10 HP wash pump, NSF, cETLus (115v)		
	1 ea	1 year parts & labor warranty, continental USA, standard		
	1 ea	Voltage to be verified with jobsite		
Cla	ss 92.5	Weight: 210 lbs total		
6	1 00	GLASSWASHER	\$6,030.01	<alternate></alternate>

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Item Qty Description Sell Sell Total Perlick Corporation Model No. PKBR24 Underbar Glasswasher, batch rotary type, 24"W, low temperature chemical sanitizing, (720) 2-1/4" dia, glasses per hour, 10" maximum glass height, top-mounted instrument panel, upper & lower wash arms, peristalic metering pumps, removable vinyl-coated glass racks, metal divider with safety switch, 650W wash tank heater included, stainless steel construction, 6" adjustable legs, 120v/60/1-ph, 5.4 amps, NEMA 5-15P, cULus, UL EPH 1 ea 1 yr. parts & labor warranty <Alternate> Class 92.5 Weight: 225 lbs total 27 1 ea HAND SINK \$590.00 \$590.00 Krowne Metal Model No. KR18-18ST Royal 1800 Series Underbar Hand Sink Unit, free standing, 18"W x 19"D, 6-1/2"H backsplash, 14" wide x 10" front-to-back x 7" deep sink bowl, 4" O.C. splash mount Royal Series faucet with swing spout (low lead compliant), built-in soap & towel dispenser, stainless steel construction, stainless steel legs with adjustable plastic bullet feet, NSF Class 150 Weight: 60 lbs total 27 1 ea HAND SINK \$820.00 <Alternate> Krowne Metal Model No. KR21-SD18C Royal 2100 Series Underbar Hand Sink Unit, cabinet base with hinged door, 18"W x 26"D (to match speed rail depth), 6-1/2"H backsplash, 14" wide x 10" front-to-back x 10" deep sink, 4" O.C. deck mount Royal Series faucet with swing spout (low lead compliant), (1) 9" overflow standpipe, 6" waste chute, stainless steel construction, stainless steel legs with gray plastic bullet feet, NSF 1 ea 30-160 Perforated Basket, 6" deep, for 10" x 14" & 10" x 12" dump sink, \$34.00 <Alternate> plastic Class 150 Weight: 65 lbs total ITEM TOTAL: <Alternate> \$854.00 27 **GLASS HANDLING CABINET** \$1,460,00 <Alternate> Perlick Corporation Model No. 7057-1 Glass Handling Cabinet less faucet, 24" prep, for 24" glass washer 1 ea 924GN-LF Lead Free Faucet with gooseneck spout, wall mounted \$153.90 <Alternate> Class 100 ITEM TOTAL: <Alternate> \$1,613.90 28 1 ea STORAGE CABINET \$578.00 \$578.00 Krowne Metal Model No. KR18-S36 Royal 1800 Series Underbar Workboard, storage cabinet, 36"W x 24"D, 6-1/2"H backsplash, embossed drainboard top, open front cabinet base, stainless steel construction, stainless steel legs with adjustable plastic feet, NSF Weight: 140 lbs total 1 ea STORAGE CABINET \$722.00 <Alternate> Solterra Resort Poolside Grille Revision

Cornerstone Solutions

1

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Item	Qty	Description	Sell	Sell Tota
X	2	Perlick Corporation Model No. SC30-18 Underbar Storage Cabinet, drainboard top, 30"W x 18-9/16"D, open front, 6"H backsplash with 1" return at top, embossed drainboard with 1-1/2" NPS male drain, adjustable intermediate shelf, stainless steel construction, stainless steel legs & adjustable feet, NSF		
c	1 ea lass 100	6" Backsplash standard Weight: 64 lbs total		<alternate></alternate>
29	1 ea	DROP-IN SINK Krowne Metal Model No. HS-1220 Drop-In Hand Sink, one compartment, 12-1/4"W x 18"D x 15-1/2"H O.A., 10-3/8" wide x 14" front-to-back x 9" deep compartment, 4" O.C. deck mount faucet gooseneck with gooseneck spout (low lead compliant), side splashes on left & right, 1-1/2" drain, stainless steel construction, NSF (10"W x 14"D cut-out required) Weight: 8 lbs total	\$217.00	\$217.00
30	1ea	DROP-IN SINK Advance Tabco Model No. DI-3-1612 Drop-In Sink, 3-compartment, 16" wide x 20" front-to-back x 12" deep each/bowl, 18 gauge 304 series stainless steel, deck mounted 12" swing spout faucets, basket drains	\$1,049.00	\$1,049.00
C	ass 100	Note: This faucet complies with 2014 Federal no lead standards Weight: 60 lbs total		
31	1 ea	DROP-IN SINK John Boos Model No. PB-DISINK162012-3-X Drop-In Sink, three compartment, 16"W x 20" front to back x 12"deep bowl, 4" OC on deck mount faucet holes, 3-1/2 basket drain, 16/300 stainless steel, (faucet not included), NSF (FLYER NET PRICING)	\$510.00	<alternate></alternate>
(1 ea	PBF-4DM-10LF-X Sink Mixing Faucet, with 10" swing spout, deck mounted, 4" centers, with 1/2" NPT (LOW LEAD FAUCET) Weight: 84 lbs total	centers, with 1/2" NPT (LOW LEAD FAUCET)	<alternate></alternate>
		ITEM TOTAL: <ai< td=""><td>ternate></td><td>\$580.00</td></ai<>	ternate>	\$580.00
Z-1	1 ea	INSTALLATION KIT New and Nearly New Co. Inc.I ***Estimate For Installation Of Exhaust Hood System, NOTE: Installer must visit Job Site for an accurate quote to be supplied ***	\$9,500.00	\$9,500.00
Z-2	1 ea	INSTALLATION New and Nearly New Co. Inc.I Model No. WALK-INS ***Installation Of Walk-In Boxes, Refrigeration And Remote Condensers, Price is for Budget Purposes And Is Only An Estimate ***	\$6,000.00	\$6,000.00
Z-3	1 ea	FREIGHT PROGRAM / IN BOUND New and Nearly New Co. Inc.1 All Manufacturers Inbound Freight Charges For All Equipment Within This Quotation, To Be Determined Upon Equipment Selection.	\$2,940.00	\$2,940.00
2-3	1 ea	DELIVERY New and Nearly New Co. Inc.!	\$2,495.00	\$2,495.00

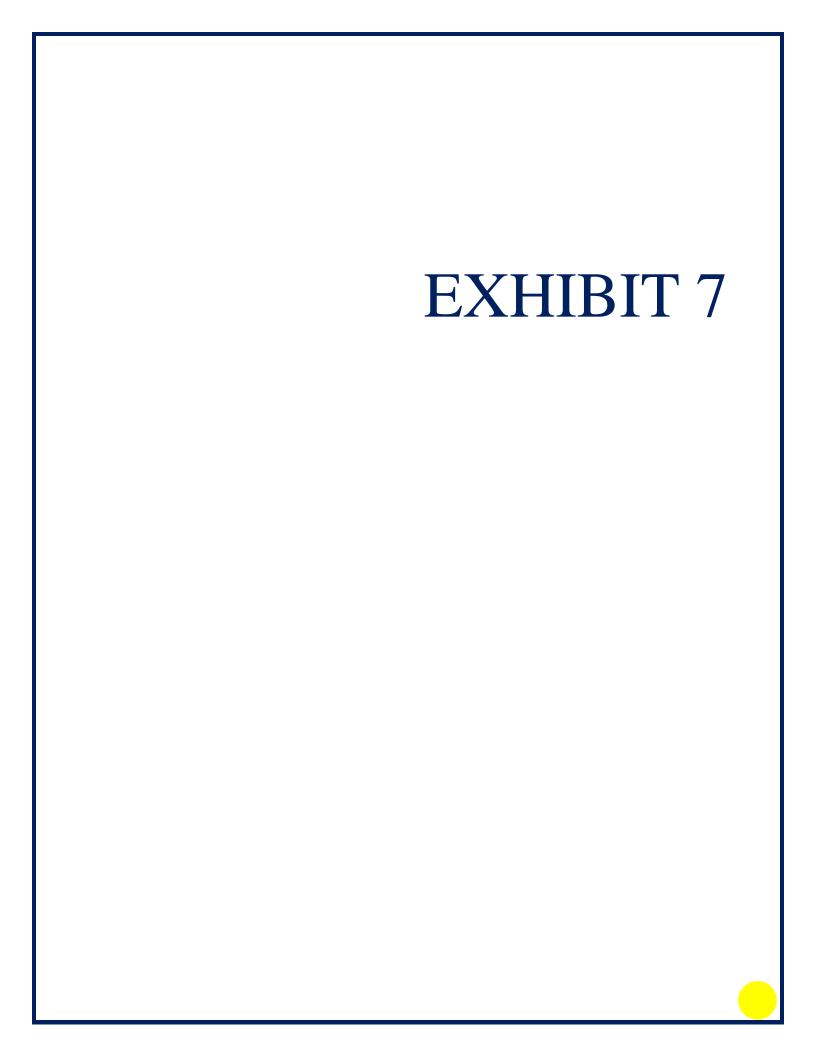
Cornerstone Solutions

New & Nearly New Restaurant Equipment &

09/26/2016

Item	Qty	Description	Sell	Sell Total
		This Job / Quotation Includes The Following SCOPE OF WORK, Delivery		
		Charges As Listed:		
		(UNION LABOR NOT INCLUDED)		
		All Equipment Within This Quotation To Be Received, Inspected,		
		Consolidated / Staged In Our Warehouse, Delivered To Job Site,		
		Unloaded, Uncrated, Set-In-Place, Located And Leveled In Proximity		
	To Final Connections.			
		Merchandise		\$90,050.00
		Tax 7%		\$4,838.05
		Total		\$94,888.05

Prices Good Until: 09/24/2016



Cheney Brothers



07/15/2022 MH2832

Quote

Project: Evergreen Eats Solterra

5200 Solterra Blvd. Davenport, Fl 33837 From: Cheney Brothers

Lindsay Ivanov 1 Cheney Way

Riveria Beach, FL 334047000

561-845-4700

****ALL QUOTES MUST BE SIGNED AND ATTACHED TO THE BACK OF A SHAREPOINT ORDER WITH THE ITEMS BEING ORDERED WRITTEN ON THE SHAREPOINT ORDER. NO ORDERS WILL BE PROCESSED WITHOUT A SIGNED QUOTE***

Please note:

Even with a signed contract/quote pricing may be subject to change due to current extenuating circumstances in manufacturers production processes and supply sources. We are unable to guarantee any lead times due to manufacturing delays

DUE TO CONSTANTLY INCREASING MATERIAL COSTS AND MANUFACTURER PRICE INCREASES, PRICING ON THIS QUOTE NEEDS TO BE VERIFIED BEFORE PLACING FINAL ORDER

Item	Qty	Description	Sell	Sell Total	
2	1 ea	ICE MAKER, CUBE-STYLE Ice-O-Matic CIM0530FA Elevation Series™ Modular Cube Ice Maker, air-cooled, self-contained condenser, dual exhaust top/side air discharge, 30" W, approximately 561 lb production/24 hours at 70°/50° (432 lb at 90°/70°), full-size cubes, PURE ICE® built-in antimicrobial protection, LED status display,	\$4,049.07	\$4,049.07	
		one touch sanitize/descaling controls, dishwasher safe food zone components, cULus, NSF, CE, BPA Free			
	1 ea	3 yr. parts & labor warranty, standard			
	1 ea	5 yr. evaporator warranty, standard			
	1 ea	5 yr. parts on the compressor warranty, standard			
	1 ea	115v/60/1-ph, 17.8 amps, standard			
	1 ea	B55PS Ice Bin, 510 lb storage capacity, 30"W x 31"D x 50"H, top-hinged, slope front door, for top-mounted ice maker, polyethylene interior, durable aluminum exterior, 6" legs, NSF	\$1,444.36	\$1,444.36	



Item	Qty	Description		Sell	Sell Total
	1 ea 1 ea	2 yr. parts & labor warranty, standard IFQ1-XL Water Filter Manifold, single filter designed for ice ma producing between 850 & 1050 lb (386.3 to 476.3 Kg.) of ice per 2.25 gpm maximum flow rate, IsoNet® scale inhibitor, .5 micror particle reduction, quick connect fittings (water filters must be changed every 180 days (6 months), at a minimum) 1 yr parts & labor warranty (excluding cartridges), standard	day, n	\$429.61	\$429.61
		7 yr Evaporator warranty in lieu of standard 5 yr, if an IFQ wate purchased with the machine & filters replaced every 6 mo. (US. Canada only)			
	Class 92.5	Weight: 285 lbs total			ÁT 000 04
	1 02	ADADTED RAD	Extended	\$20.26	\$5,923.04
		Bon Chef 60032AB Support Bar, 1" x 14-3/4", fits 60032 and 12007, stainless steel Weight: 1.5 lbs total		·	·
			Extended	d Total:	\$20.36
4	î ea	FMP 133-1390 Adapter Bar, 13", stainless steel, for steam table, NSF Weight: 0.18 lbs total		\$3.71	\$3.71
			Extended	d Total:	\$3.71
5	1 ca	CUP & LID ORGANIZER	Extended	t Total: \$63.87	\$3.71
5	1 ea	CUP & LID GRGANIZER Winco CLO-3D Packed 4 ea Cup & Lid Organizer, 12-11/16"L x 8-5/8"W x 12-1/4"H, 2 tier, ho stacks of cups/lids per tier, ABS plastic, black (Qty Break = 4 eac Surcharge 14% Weight: 7.165 lbs total	olds 3		<u>.</u>
5	1 ca	Winco CLO-3D Packed 4 ea Cup & Lid Organizer, 12-11/16"L x 8-5/8"W x 12-1/4"H, 2 tier, ho stacks of cups/lids per tier, ABS plastic, black (Qty Break = 4 eac Surcharge 14%	olds 3	\$63.87 \$8.94	\$63.87



Item	Qty	Description	Sell	Sell Total
		For Customer Care & Product Service, please contact:		
		(800) 269-6640		
		waring_service@conair.com		
		Waring Customer Care		
		314 Ella T. Grasso Ave		
		Torrington, CT 06790		
	Class ups	Weight: 11.07 lbs total		
			Extended Total:	\$480.07
7	1 00	IMMEDSION DLENDED	\$267.82	\$267.82
		Waring WSB40		
		Quik Stik Plus™ Immersion Blender, medium duty, 24 qt. (6 ga	llon)	
		capacity, 10" stainless steel fixed shaft, 2-speed motor, rubber	rized	
		comfort grip, 1/2 HP, 350W, 120v/60/1-ph, NSF, cETLus		
	1 ea	1 year limited warranty, standard		
		For Customer Care & Product Service, please contact:		
		(800) 269-6640		
		waring_service@conair.com		
		Waring Customer Care		
		314 Ella T. Grasso Ave		
		Torrington, CT 06790		
	Class ups	Weight: 6.3 lbs total		
	•	-	Extended Total:	\$267.82
9	1 00	DRAFT BEER COOLER, PARTS & ACCESSORIES	\$338.85	\$338.85
		Krowne BC-498		
		Backbar Shelving Kit, includes: (3) shelves with guardrails, pila:	sters &	
		clips		
	Class ups			
			Extended Total:	\$338.85

Prices Good Until: 07/29/2022



NOTE:

- 1. FREIGHT CHARGES ADDITIONAL UNLESS NOTED
- 2. PRICE DOES NOT INCLUDE INSTALLATION OF EQUIPMENT UNLESS NOTED
- 3. PRICING DOES NOT INCLUDE TAX
- 4. "F.O.B. DELIVERY"/FREE FREIGHT DOES NOT INCLUDE LIFTGATE CHARGES
- 5. ALL ELECTRICAL, PLUMBING, PERMITS, ROOF PENITRATIONS ARE BY OTHERS 6.
- 7. WE ARE NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS
- 8. AT TIME OF ORDERING, PLEASE CONFIRM UTILITIES AND DIMENSIONS
- 9. SHOP DRAWINGS ON CUSTOM ITEMS WILL BE SUPPLIED ONLY AFTER RECEIPT OF APPROVED PURCHASE ORDER AND DEPOSIT
- 10. PLEASE VERIFY SPECIFICATIONS; ITEMS ORDERED ARE BASED ON WRITTEN QUOTATIONS, NOT VERBAL
- 11. ALL RIGHTS AND INTEREST RESERVED UNTIL PAID IN FULL

*****ORDER WILL NOT BE PLACED WITHOUT INIT	TIALS VERIFYIN	NG UTILITIES****	
CIRCLE AND INITIAL IF APPLICABLE: GAS	_LP	NATURAL	
Acceptance:	Date	:	
Printed Name:			
D 1 4 C 1 T 4 1 67 400 66			

Project Grand Total: \$7,106.66









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Ice-O-Matic CIM0530HA Elevation Series 30" Air Cooled Half Dice Cube Ice Machine - 115V; 561 lb.

Leave a review Item #: 458CI0530HAA MFR #: CIM0530HA



Free Shipping 2

Only

\$3,840.00/Each

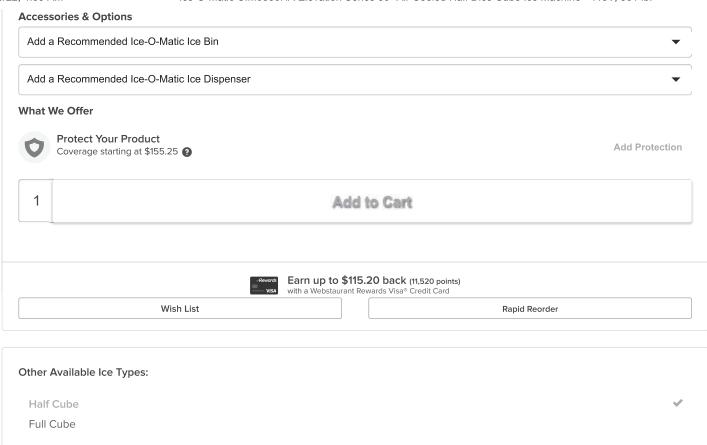
or payments as low as \$341.18/month Prequalify >

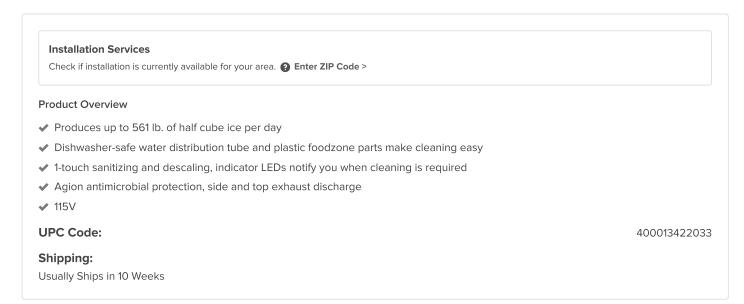
CREDIT KEY

Ships free with



Due to a manufacturer's price increase, this price will increase by 7.00% on 10/01/22







View all Ice-O-Matic Air Cooled Ice Machines

Works With ②



Items You Might Like 2



Ice-O-Matic CIM0530HA Details

Choose this Ice-O-Matic CIM0530HA 30" air cooled ice machine for dependable ice production and a host of smart design features that will help your business run at maximum efficiency! This ice machine is capable of producing up to 561 lb. of half cube (3/8" x 7/8" x 7/8") ice per day and it exceeds energy regulations for ice machines, providing superior efficiency that will save you on your utility bill. All ice machines require frequent maintenance and cleaning to keep them running properly, so it's important to choose a model that will make this process as easy and as fast as possible. Ice-O-Matic's Elevation series accomplishes this by making the foodzone components out of recyclable, dishwasher-safe, and BPA-free plastic. Simply snap each piece out, run them through a dishwasher cycle, and then snap them back into place to get back to producing ice! The entire disassembly process takes mere minutes, which makes it easier for your employees to do, and also makes it more likely that it will be done when the machine requires it. Additionally, key components utilize Agion antimicrobial protection to help inhibit harmful pathogens from growing in the first place.

The Universal Smart Harness control board system allows easy access, and provides digital diagnostics, universal components and a common configuration that together make it easy and intuitive to set up your new machine, and to find and fix a problem should one arise. This translates to shorter installation times, easier service calls, and more money saved on your bottom line! This air-cooled model also addresses tricky installation clearance requirements with its unique dual-exhaust design! Because it has hot air discharge vents on both the top and the side, this unit can be installed in a wider range of locations without fear of obstructing the exhaust. It uses R404A refrigerant and requires a 115V electrical connection.

Overall Dimensions:

Width: 30 1/4" Depth: 24 1/4" Height: 21 1/4"

This Item Ships via Common Carrier. For more information and tips to help your delivery go smoothly, click here.

Because this item is not stocked in our warehouse, processing, transit times and stock availability will vary. If you need your items by a certain date, please contact us prior to placing your order. Expedited shipping

availability may vary. We cannot guarantee that this item can be cancelled off of the order or returned once it is placed

De-Scaling and Sanitizing







Ice-O-Matic Elevation Series: Descaling & Sanitizing

About Transcript Embed

Learn how to descale and sanitize your Elevation Series machine.

More Videos

Ice-O-Matic Elevation Series: Descaling & Sanitizing

Ice-O-Matic Elevation Series Introduction

ICE-O-MATIC CIM0530HA SPECS			
Quantity	1/Each		
Width	30 1/4 Inches		
Depth	24 1/4 Inches		
Height	21 1/4 Inches		
Amps	17.8 Amps		
Hertz	60 Hertz		
Phase	1 Phase		
Voltage	115 Volts		
24 Hour Ice Yield	561 Pounds		
Condenser Type	Air Cooled		
	BPA Free		
Features	Made in America		
	NSF Listed		
Ice Type	Half Size Cubes		

ICE-O-MATIC CIM0530HA SPECS		
Plug Type	Hardwire	
Power Usage	5.87 kWh per 100 lbs.	
Туре	Ice Machines	

Customer questions about this product

How do I match up ice machines, bins, and dispensers?

To help you find the right bin / dispenser / machine combination for your needs, you'll find manufacturer recommended ice bins and dispensers listed in the Works With items on each ice machine's product page. Dispensers and ice bins will have manufacturer recommended ice machines listed in the Works With items on their pages. If the bin or dispenser is wider than the ice machine, additional adapters, deflectors, and/or top kits may be necessary to join the machine to the bin. Please refer to the provided documentation on the ice machine and ice bin / dispenser product pages for more information.

Additionally, adapter and deflector kits can be used to match up ice machines with other types of bins / dispensers. When available, literature from the manufacturer regarding bin/ dispenser / machine compatibility and adapter / deflector kits is also included on our product pages and is kept as up-to-date as possible. If you have any questions, our Customer Solutions team is also happy to help!

Why is a water filter automatically added to my cart with this item?

The use of poor quality feed water may void your equipment's warranty. Therefore, it's important that your water be filtered to the highest quality and a compatible water filter will be included when you add this piece of equipment to your cart. You may remove the filter from the cart prior to purchase.

My ice machine has been shut down, or not in use since the COVID-19 shutdowns, how should I restart it?

If your ice machine has been shut down or not in use for a prolonged period time, please reference your machine's user-manual for a restart procedure, often called "Winterization." Please reference your user manual or contact customer service with any questions.

Will this ice machine meet my business's ice demand?

Every business type has unique demands for ice. If you have any questions about how much ice you'll need please reference our **Types of Ice**Machines buying guide.

Ask your own question!

⚠ Attention CA Residents: Prop 65 Warning >



Made in America

This item was made in the United States of America.



NSF Listed

This item meets the standards imposed by NSF International, which focuses on public safety, health, and the environment.



UL US & Canada

This item has been tested and meets safety standards imposed by the Underwriters Laboratories (UL) for use in the United States of America and Canada.



UL Listed - EU

This item has been tested and meets safety standards imposed by the Underwriters Laboratories (UL) to meet specific properties and a limited range of hazards for product safety.



CE Listed

This item complies with the standards imposed by the Conformance European (CE), a division of the Intertek group.



BPA Free

This item is free of the chemical Bisphenol A (BPA) and is safe for food contact.

Hardwired

This product must be hardwired by a professional; it does not plug into a standard wall outlet.



Restaurantandmore.com

FREE Shipping and NO TAX in September! ()

Most items ship free of charge regardless of order size. No sales taxes charged on every item we carry.



Home (https://restaurantandmore.com) > Commercial Equipment (https://restaurantandmore.com/product-category/commercial-machines/) > Refrigeration Equipment (https://restaurantandmore.com/product-category/commercial-machines/refrigeration-equipment/) > Commercial Ice Makers (https://restaurantandmore.com/product-category/commercial-machines/refrigeration-equipment/commercial-ice-maker/) > Ice Machines (https://restaurantandmore.com/product-category/commercial-machines/refrigeration-equipment/commercial-ice-maker/ice-makers/) > Ice-O-Matic CIM0530FA/B55PS 561 lb Full Cube Ice Maker w/ Bin – 510 lb Storage, Air Cooled, 115v

Ice-O-Matic CIM0530FA/B55PS 561 lb Full Cube Ice Maker w/Bin – 510 lb Storage, Air Cooled, 115v







- Part of the Elevation series
- 561-lb. maximum daily ice production
- Creates full-size cubes
- Full cube size: $\frac{7}{8}$ in. $x \frac{7}{8}$ in. $x \frac{7}{8}$ in.
- Agion protection slows down mold and slime growth
- LED light signals when interior needs cleaning
- 1-touch button starts a descale or sanitation cycle
- Food zone constructed of plastic to facilitate cleaning
- Food zone features removable, dishwasher-safe components
- Smart Harness controls are accessible and made with universal components
- Air-cooled condenser blows air out the side and top to reduce risk of obstruction
- Uses R404A refrigerant

Restaurant and More is an **Authorized Retailer** of **Ice-O-Matic** products. Items purchased from **Restaurant and More** are:



- Brand new and in original packaging.
- Covered by the full manufacturer warranty.
- Qualified for manufacturer service and support.
- Questions? Call (800) 431-9726 (tel:800-431-97267)

Description

Ice-O-Matic CIM0530FA/B55PS

In 24 hours, the Ice-O-Matic CIM0530FA/B55PS Elevation ice maker and bin combo can make 561 pounds of ice if incoming water is 70 degrees Fahrenheit and the surrounding air is 70 degrees Fahrenheit. However, if either of these temperatures is higher, the unit will produce less ice. Its full-size cubes measure 7 /8 inches on every side and work great in a variety of beverages,Äîfrom water and sodas to alcoholic drinks. As ice is formed, it drops into a 510-pound-capacity storage bin lined with sanitary polyethylene and insulated with 1.5 to 3 inches of dense polyurethane.

This Ice-O-Matic CIM0530FA/B55PS ice machine with bin has features that facilitate cleaning so ice stays clean and fresh. For regular cleaning, a preset cycle removes dirt from the interior, and for more thorough sanitation, its interior is protected by an Agion antimicrobial agent that hinders mold growth. Unlike metal units, the plastic food zone does not have sharp corners that trap debris, and its removable components can be cleaned in the dishwasher.

Ice Maker Details

- Part of the Elevation series
- 561-lb. maximum daily ice production
- Creates full-size cubes
- Full cube size: $\frac{7}{8}$ in. $x \frac{7}{8}$ in. $x \frac{7}{8}$ in.
- Agion protection slows down mold and slime growth
- LED light signals when interior needs cleaning
- 1-touch button starts a descale or sanitation cycle
- Food zone constructed of plastic to facilitate cleaning
- Food zone features removable, dishwasher-safe components
- Smart Harness controls are accessible and made with universal components
- Air-cooled condenser blows air out the side and top to reduce risk of obstruction
- Uses R404A refrigerant

Product Features

Ice Bin Details

• 510-lb. ice storage capacity



- Foam insulation helps ice stay frozen
- Sloped door offers interior access
- Polyethylene interior is sanitary
- Aluminum exterior is durable
- 6- to 7-in. adjustable legs

Ideal Operating Conditions

• Incoming water temperature: 40-100 degrees F

• Incoming water pressure: 20-80 PSIG

• Ambient air temperature: 50-100 degrees F

Dimensions & Utilities

• Bin: 30 in. W \times 31 in. D \times 50-51 in. H (depending on adjustable legs)

• Ice machine: 30.25 in. W x 24.25 in. D x 21.25 in. H

• 17.8 A, 5.87 kW

• 115 V/60 Hz/1 ph

Elevation Series Modular Cube Ice Maker w/ Bin, air-cooled, self-contained condenser, dual exhaust top/side air discharge, 30" W, approximately 561 lb production/24 hours at $70\%50^\circ$ (432 lb at $90\%70^\circ$), full-size cubes, PURE ICE built-in antimicrobial protection, LED status display, one touch sanitize/descaling controls, dishwasher safe food zone components, 115v/60/1-ph, 17.8 amps, cULus, NSF, CE; Ice Bin: 510 lb storage capacity, 30"W x 31"D x 50"H, tophinged, slope front door, for top-mounted ice maker, polyethylene interior, durable stainless finish exterior, 6" legs, NSF

\$5,210.00

Add To Wish List

Feature	Value
Product Length	31 ln
Product Weight	280 Lb
Product Width	30.25 ln
Product Height	71.25 ln
Ice Type	Full Size

3-year Parts & Labor; Warranty 5-year Compressor Condenser Air Cooled Туре Production 550-899 lb Range Voltage 115 V Phase 1 Hertz 60 24 Hour 561 Lb Ice Yield 510 Lb Storage Capacity Series **Elevation Series** Special Antimicrobial **Features** Lift Up Door Access Machine Ice Machine With Bin



View All Ice-O-Matic Products (https://restaurantandmore.com/shop/ ?brand=ice-o-matic)

Specification

Type

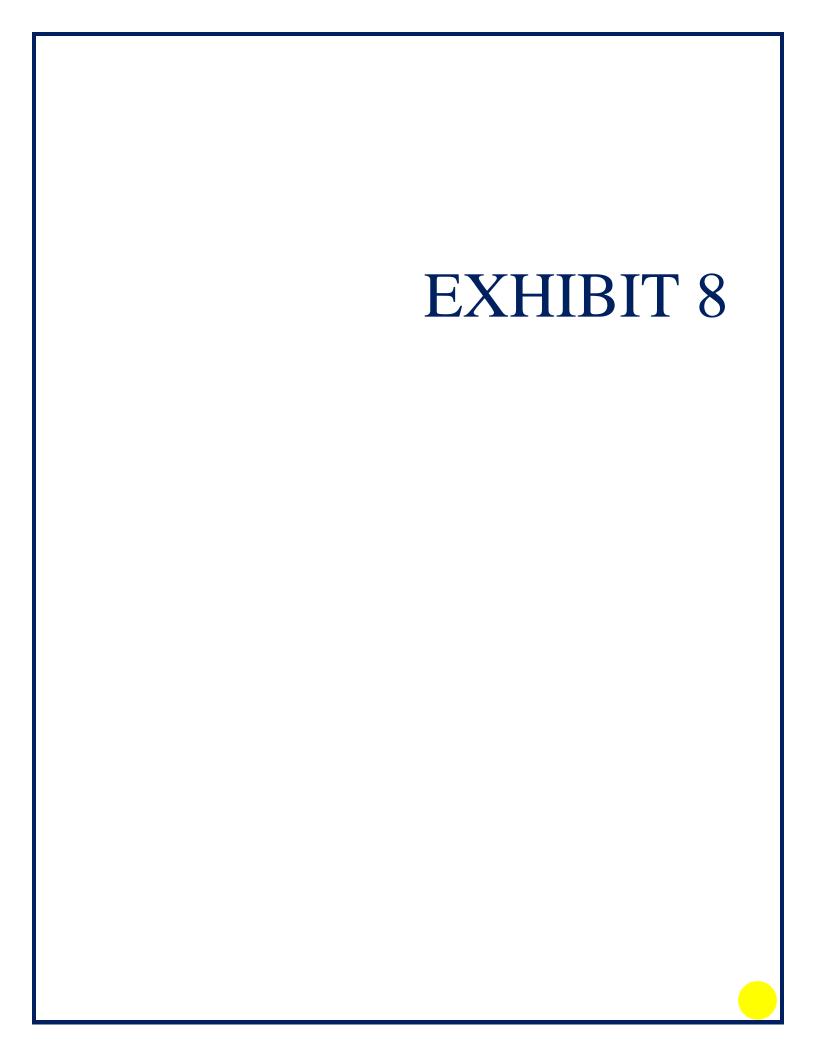
Brand Ice-O-Matic

Product Documents



(https://restauranta 21/04/159-ndmore.com/wp-





Cheney Brothers



09/16/2022 MH2832

Quote

Project: Evergreen Eats Solterra

5200 Solterra Blvd. Davenport, Fl 33837 From: Cheney Brothers

Lindsay Ivanov 1 Cheney Way

Riveria Beach, FL 334047000

561-845-4700

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Item	Qty	Description	Sell	Sell Total
16	2 ea	GAS FLOOR FRYER	\$4,919.24	\$9,838.48
		Vulcan 1GR45M		
		Fryer, gas, 15-1/2" W, free-standing, 45-50 lb. capacity, millivolt		
		thermostat controls, twin baskets, stainless steel cabinet & fry tank,		
		adjustable casters (2 swivel locking & 2 non-locking), 120,000 BTU, CSA		
		Star, CSA Flame, NSF		
	2 ea	1 year limited parts & labor warranty, standard		
	2 ea	10 year limited tank warranty, standard.		
	2 ea	Natural gas (specify elevation if over 2,000 ft.)		
	2 ea	120v/60/1-ph, with cord & plug, standard		
	2 ea	VBASKET-SINGLE Single Basket, for all VEG35, LG300, LG400, GR35,	\$222.35	\$444.70
		GR45, TR45, VK45, CEF40 & ER50 gas & electric fryers		
	1 kt	CONNECT-KITVUL Connecting Kit, securing (2) fryers together with	\$131.78	\$131.78
		grease strip, brackets & hardware included		



Item	Qty	Description	Sell	Sell Total
	1 ea	SHIPPING LIFT GATE Shipping Lift gate	\$159.00	\$159.00
	Class 85	Weight: 443 lbs total		
		E	xtended Total:	\$10,573.96
		Prices Good Until: 09/30/2022		
	2. PR 3. PR 4. "F, 5. AL 6. 7. W 8. AT 9. SH APPF 10. P QUO 11. A	EIGHT CHARGES ADDITIONAL UNLESS NOTED LICE DOES NOT INCLUDE INSTALLATION OF EQUIPMENT UNLES LICING DOES NOT INCLUDE TAX LO.B. DELIVERY"/FREE FREIGHT DOES NOT INCLUDE LIFTGATE L ELECTRICAL, PLUMBING, PERMITS, ROOF PENITRATIONS ARE E ARE NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS TIME OF ORDERING, PLEASE CONFIRM UTILITIES AND DIMENS LOP DRAWINGS ON CUSTOM ITEMS WILL BE SUPPLIED ONLY AL ROVED PURCHASE ORDER AND DEPOSIT LEASE VERIFY SPECIFICATIONS; ITEMS ORDERED ARE BASED OF TATIONS, NOT VERBAL LLL RIGHTS AND INTEREST RESERVED UNTIL PAID IN FULL *ORDER WILL NOT BE PLACED WITHOUT INITIALS VERIFYING L	CHARGES E BY OTHERS SIONS FTER RECEIPT OF N WRITTEN	
	Acceptar	nce: Date:		

Printed Name:

Project Grand Total: \$10,573.96









WebstaurantStore

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Search

WebstaurantStore > Restaurant Equipment > Cooking Equipment > Commercial Fryers > Gas Fryers > Vulcan 1GR45M-1 45-50 lb. Natural Gas Floor Fryer - 120,000 BTU

Vulcan 1GR45M-1 45-50 lb. Natural Gas Floor Fryer - 120,000 BTU

Leave a review Item #: 9011GR45MN MFR #: 1GR45M-1



Free Shipping 2

Retail Price **\$5,365.00**

Lowest Price Guarantee
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or payments as low as \$476.68/month Prequalify >

CREDIT KEY

Ships free with

What We Offer

Protect Your Product

Other Available Fuel Types: Natural Gas Liquid Propane

Check if installation is currently available for your area. 2 Enter ZIP Code >

Product Overview

Installation Services

√ 45-50 lb. oil capacity

- ✓ User-friendly millivolt controls require no electric hook-up
- ✓ Stainless steel construction
- ✓ High-limit shut off for safety, pilot ignition system
- ✓ 200-400 degree Fahrenheit temperature range
- ✓ Tank brush, crumb scoop, and clean-out rod included
- ✓ Two twin size fry baskets with plastic coated handles for comfort

plus

✓ 120,000 BTU; natural gas connection required

UPC Code: 1gr45m-1





View all Vulcan Gas Fryers

Works With @

Add to Cast

Regency 48" plus Mobile Gas **Connector Hose** \$114.99/Each

Carlisle 4011105 Sparta 23" High-Heat Fryer Brush \$26.99/Each

Chef Master 30" plus Fryer Clean Out Rod with Handle \$7.59/Each

Add to Cart

Noble Chemical 8 plus oz. / 240 mL Fryclone Fryer Oil

\$49.99/Case

Add to Cast

Add to Cast

Vulcan 1GR45M-1 Details

Deliver basket after basket of freshly fried foods to your customers with this Vulcan 1GR45M-1 45-50 lb. natural gas floor fryer! With an oil capacity of 45-50 lb., this unit is packed with great benefits to make your frying experience as easy and efficient as possible. Boasting a 14" x 14" frying area, this tube-style fryer delivers 120,000 BTU of power and comes with 2 twin fry baskets, so you can get to frying as soon as you fill the tank!

Equipped with user-friendly snap action millivolt controls, this unit's temperature can be adjusted from 200-400 degrees Fahrenheit in just a few simple steps. Plus, to ensure safety for all employees, a hi-limit indicator shuts off the gas connection and standing pilot if the oil temperatures get too high. A large V-shaped cold zone at the bottom of the fry tank prevents crumbs and other debris from burning, which extends the life of your oil and keeps products tasting great. A 11/4" full port drain valve makes oil removal a quick and hassle-free process.

Both the cabinet and fry tank are comprised of rugged stainless steel that's designed to withstand the hustle and bustle of a busy commercial kitchen. To aid in the cleaning process, the unit comes with a tank brush, crumb scoop, and clean out rod. The basket hangers are also removable for thorough washing, and when you need to clean behind the fryer, the 6" casters provide easy maneuverability. For your convenience, this fryer comes with both a 1/2" and 3/4" gas connection. This unit requires natural gas for operation.

Overall Dimensions:

Left to Right: 15 1/2" Front to Back: 30 1/4"

Height: 47 1/8"

Frying Area: 14" x 14" Oil Capacity: 45-50 lb.

Due to manufacturer production variations, check the Compatibility resource to ensure this part is suitable for your application.

This Item Ships via Common Carrier. For more information and tips to help your delivery go smoothly, click here.

VULCAN 1GR45M-1 SPECS				
Quantity	1/Each			
Width	15 1/2 Inches			
Depth	30 1/4 Inches			
Height	47 1/8 Inches			
Fry Pot Width	14 Inches			
Fry Pot Depth	14 Inches			
Burner Style	Tube			
Cabinet	Stainless Steel			

VULCAN 1GR45M-1 SPECS				
Capacity	45 - 50 lb.			
Features	Made in America			
Teatures	NSF Listed			
Gas Inlet Size	3/4 Inches			
Number of Fry Baskets	2			
Number of Fry Pots	1			
Power Type	Natural Gas			
Split Pot	Without Split Pot			
Temperature Range	200 - 400 Degrees F			
Total BTU	120,000 BTU			

Customer questions about this product

Can I modify this item?

Webstaurant Store offers certain optional modifications for this item. If you are interested in more information for modifying this unit, please fill out this form, **Special Order Request Form**, and a member of our Custom Quote team will be in touch in 1-2 business days!

My business is at a high elevation; does this change anything when I order gas cooking equipment?

Many gas equipment manufacturers need to make adjustments to the equipment so it operates correctly at elevations over 2,000 feet. Sometimes we can special order from the manufacturer and have your cooking equipment delivered ready-to-go, but in cases where your unit is in stock and waiting to ship, you'll need to have a qualified service technician come to your location and alter your unit at the time of installation so that it is compatible with a higher elevation. Contact our Special Orders team prior to placing your order, and we will let you know what will work best for the equipment you are planning to purchase.



⚠ Attention CA Residents: Prop 65 Warning >



1/2" Gas Connection

This unit comes with a 1/2" gas connection to be installed by a professional.



3/4" Gas Connection

This unit comes with a 3/4" gas connection to be installed by a professional.



CSA Blue Flame

This item has been certified by the Canadian Standards Association (CSA) and meets applicable Canadian standards for appliances using gas or petroleum fuel.



CSA Design Cert

This item has been certified by the Canadian Standards Association (CSA) and meets applicable U.S. standards.



Made in America

This item was made in the United States of America.



NSF Listed

This item meets the standards imposed by NSF International, which focuses on public safety, health, and the environment.

RestaurantSupply.com

Many Empura, Ice-O-Matic, Scotsman, and Dispense-Rite Products Now In Stock!



<u>Home</u> > <u>Restaurant Equipment</u> > <u>Commercial Cooking Equipment</u> > <u>Commercial Deep Fryers</u> > <u>Gas Commercial Deep Fryers</u> > <u>Gas Floor Fryers</u> > <u>Gas Floor</u>

Vulcan 1GR45M 45-50 lb. Natural Gas Floor Fryer with Millivolt Thermostat Controls - 120,000 BTU

Item: #174186 MFG: #1GR45M_NAT

Natural Gas



Related Items



Dormont RG7548 ReliaGuard 3/4" ID 48" Long Gray PVC-Coated

\$146.23 /Kit

ADD TO CART



Carlisle 4011200 White 24 Inch Sparta Looped High Heat Fryer Brush

\$47.99 /Each

ADD TO CART

Specification

Ship Weight	215 LB
Manufacturer	Vulcan
Model Number	1GR45M

Manufacturer Part #	1GR45M
Country of Origin	United States
Oversized Shipping	No
Hazardous Material	No
Base Material	Stainless Steel
Color	Silver
NSF Listed	Yes
Dimensions (H x W x D)	47-1/8" x 15-1/2" x 30-1/4"
Basket Lifts	No
Automatic Filtration	No
Fry Area (WxD)	14.00" x 14.00"
Inlet Size	1/2" - 3/4"
Fuel Type	Natural Gas
Programmable	No
Temperature	200° - 400° F
Number of Tanks	1
Oil Capacity	50 LB
Spatial Orientation	Floor Model
Total BTU	120,000

Product Specs

Description

An easy way to make fried chicken or fish, as well as the French fries or chips to go with them, is to drop these hand-battered or cut items into a deep fryer. This way, you know that the foods are cooked quickly and thoroughly, and ready to serve. The tricky part is choosing the right piece of equipment, but fortunately, the Vulcan-Hart 1GR45M Gas All-Purpose Fryer makes this decision a no-brainer.

With both a cabinet and a fry tank that are constructed out of stainless steel, this fryer is built to last for years of cooking various foods for customers. The V shaped design of the cold zone ensures that all crumbs and debris will fall away from the baskets, and the three heat exchanger tubes provide even heat distribution throughout the tank so products are cooked perfectly each and every time. The tank can hold 40 to 50 pounds of shortening, and the ball-type drain valve makes it easy to evacuate oil and thus cleaning the tank out a breeze when needed. The snap-action thermostat controls are easy to operate and the casters let you roll this appliance wherever it would be the most convenient for you and your staff members. For a fryer that will prove reliable and give you an efficient way to cook chicken, fish, appetizers, and French fries, then purchase the Vulcan-Hart 1GR45M.



- Floor Fryer
- Fuel type: natural gas
- 15-1/2" W
- Free-standing
- 120,000 BTU
- Stainless steel cabinet and 14" x 14" fry tank
- 45-50 lb. oil capacity
- Millivolt thermostat controls
- Twin baskets
- · Adjustable casters 2 locking
- 1/2" ID / 3/4" OD rear gas connection
- CSA, NSF

Vulcan-Hart 1GR45M Benefits

- With both a cabinet and a fry tank that are constructed out of stainless steel, this is built to last for years of cooking
- V shaped design of the cold zone ensures that all crumbs and debris will fall away from the baskets
- Three heat exchanger tubes provide even heat distribution throughout the tank
- Ball-type drain valve makes it easy to evacuate oil and thus cleaning the tank out a breeze

Overall Dimensions:

Height: 47-1/8" Width: 15-1/2" Depth: 30-1/4"



CSA Blue Flame

This item has been certified by the Canadian Standards Association (CSA) and meets applicable Canadian standards for appliances using gas or petroleum fuel.



1/2" Gas Connection

This unit comes with a 1/2" gas connection.



3/4" Gas Connection

This unit comes with a 3/4" gas connection.

burkett.com

Home > Restaurant Equipment > Commercial Cooking Equipment > Commercial Deep Fryers > Commercial Gas Deep Fryers > Vulcan 1GR45M 45 lb Gas Fryer | 120,000 BTU

Vulcan 1GR45M 45 lb Gas Fryer | 120,000 BTU



Share Tweet Print Page O reviews

Product Code: VULC-1GR45M

Price From:

\$5,365.00 / Each

Or From \$148 / Mo. Apply Now

Availability: Usually Ships in 2 to 5 Business Days

Due to global supply chain issues, actual ship time of this item **may vary from the estimated here**. Please contact us if you want to verify or to discuss other options that may be available sooner.

CONNECTION TYPE

Choose an Option...

Add Commercial Single Appliances protection from 🎒 🖙 😭

2 YEARS

\$149.00

3 YEARS \$239.00 4 YEARS

\$329.00



ADD TO CART

Product Description

Vulcan 1GR45M 45 lb Gas Fryer | 120,000 BTU

The Vulcan 1GR45M free standing gas fryer is sure to produce those hot and crispy menu items that your customers love. This 120,000 BTU per hour fryer reaches temperatures between 200°F and 400°F. The temperature can be adjusted within the range with its millivolt thermostat. This gas fryer comes standard with an easy to access gas shut-off valve and pilot safety system to ensure better control.

Four casters allow this Vulcan fryer to be easily moved for transporting or cleaning. Two casters include locks to allow the fryer to be locked in place when in operation. To help you maintain this deep fryer, a tank brush, crumb scoop, and clean-out rod comes with each unit.

Vulcan 1GR45M Features

- Stainless steel fry tank with a 45 to 50 lbs. capacity, 10 year tank warranty
- Stainless steel cabinet
- Set of four 6" adjustable casters (2 locking)
- Twin fry baskets with plastic coated handles
- Four heat exchanger tubes positioned for easy cleaning
- Hi-limit shut-off
- Combination gas shut-off valve and pilot safety system
- 1.25" full port ball type drain valve
- Tank brush, stainless steel crumb scoop and clean-out rod
- CSA Star, CSA Flame, NSF certified

Vulcan 1GR45M Specifications

• Manufacturer: Vulcan

Model: 1GR45M

Connection: LP or Natural

• BTUs: 120,000

• 45-50 lbs. fry tank capacity

• Dimensions: 47.1"(h) x 15.5"(w) x 30.25"(d)

• Working Height: 36.25"

• Weight: 215 lbs.

Vulcan 1GR45M Warranty

- 1 Year Limited Parts
- 1 Year Limited Labor
- 10 Year Tank Warranty

See More Vulcan Fryers

▲ Important Prop 65 Information for California Residents



Product Literature

amazon.com

Back to School Off to College Best Sellers Amazon Basics **Customer Service**



Amazon Home Discover Shop by Style Home Décor Furniture Kitchen & Dining Bed & Bath Garden & Outdoor Shop by Room Home Improver

Share

Home & Kitchen > Kitchen & Dining > Small Appliances > Fryers > Deep Fryers

Sponsored



Roll over image to zoom in



Vulcan 1GR45M Free-Standing Gas Frver

Visit the Vulcan Store

\$5,36500

Get \$50 off instantly: Pay \$5,315.00 upon approval for the Amazon Rewards Visa Card.

Brand Vulcan

Stainless Steel Material

Color Stainless Steel 30.13 x 15.5 x Item

Dimensions 36.25 inches LxWxH

Item

195 Pounds

Weight

About this item

- Vulcan 1GR45M 45 lb Natural Gas Fryer
- 45 lb Natural Gas Fryer
- Vulcan Hart
- 1GR45M



Sponsored

\$5,36500

FREE delivery September 26 -30. Details

10,806

Select delivery location

In stock.

Usually ships within 4 to 5 days.

Qty: 1

Add to Cart

Buy Now

Secure transaction

Ships from deqonline Sold by deqonline

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

Add a Protection Plan:

- 4-Year Protection for \$219.99
- ☐ 3-Year Protection for \$174.99

Add to List

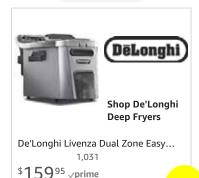
New (3) from \$5,365.00 & FREE Shipping

> Have one to sell? Sell on Amazon



Discover similar items











09/16/2022

Project:

dpfgmc fryers

From:

NNN Foodservice Solutions

DJ Moore

301 S. Pinellas Ave.

Tarpon Springs, FL 34689

ITEM TOTAL:

\$7,790.00

(727)934-5063

(727)934-5063 ex 129 (Contact)

	(/2/) 3 34-3003 ex 125 (Col				
Item	n Qty	Description	Net	Net Total	
1	1 ea	Vulcan Model No. 1TR45A PowerFry3™ Fryer, gas, high efficiency, 15-1/2" W, free-standing, 45-50 lb. capacity, solid state analog knob control with melt cycles, ThreePass™ heat transfer system, electronic ignition, twin baskets, stainless steel cabinet & fry tank, adjustable casters (2 swivel locking & 2 non-locking), 70,000 BTU, CSA, CSA STAR, NSF, ENERGY STAR® Dimensions 47.25(h) x 15.5(w) x 30.13(d)		\$9,952.00	
		1 year limited parts & labor warranty, standard			
		10 year limited tank warranty, standard.			
	1 ea	Gas type to be specified			
	1 ea	120v/60/1-ph, with cord & plug, standard			
	Class 85	Weight: 201 lbs total			
		<u> </u>	TEM TOTAL:	\$9,952.00	
2	1 ea	GAS FLOOR FRYER	\$18,361.00	\$18,361.00	
		Vulcan Model No. 1TR45AF PowerFry3™ Fryer, gas, high efficiency, 15-1/2" W, free-standing, 45- 50 lb. capacity, solid state analog knob control with melt cycles, ThreePass™ heat transfer system, electronic ignition, KleenScreen PLUS® filtration system, twin baskets, stainless steel cabinet & fry tank, adjustable casters (2 swivel locking & 2 non-locking), 70,000 BTC CSA, CSA STAR, NSF, ENERGY STAR® Dimensions 47.25(h) x 15.5(w) x 30.13(d)			
	1 ea	1 year limited parts & labor warranty, standard			
	1 ea	10 year limited tank warranty, standard.			
	1 ea	Gas type to be specified			
	1 ea	120v/60/1-ph, with cord & plug, standard			
		Vulcan TR series fryers are running 42-48 week lead time			
	Class 85	Weight: 230 lbs total			

\$18,361.00

<Alternate>

3

1 ea GAS FRYER

Item Qty Description Net Net Total



Frymaster Model No. PH155

High Efficiency Fryer, gas, floor model, 50 lb. capacity, open frypot design, automatic melt cycle, boil-out temp control, electronic ignition, center mounted RTD, 1° compensating temperature probe, includes: rack-type basket support, basket hanger & twin baskets, stainless steel frypot, door & cabinet, legs, 80,000 BTU, NSF, ENERGY STAR®, Enerlogic®

Dimensions 45.63(h) x 15.63(w) x 29.63(d)

1 ea Note: Prices listed are for within the USA only. Please contact the factory for pricing if quoting outside of the USA

<Alternate>

1 ea Introducing: Freight Made Simple

<Alternate>

Eastern Region: Freight adder 3% of invoice price or Minimum charge of \$100

West Region: 6% of invoice price or minimum charge of \$100 West is defined as: : Arizona, California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, and Wyoming Regional freight percentages must be manually calculated on your purchase order total.

If you have any questions, please reach out to Customer Service at +800-221-4583

Free Freight applies if:

- Piece Count: Orders of 15 pieces**. One Purchase Order, all shipping together from same warehouse and delivering to same location
- Price Offer: Orders of \$75k or more on: One Purchase Order all shipping together from same warehouse and delivering to same location

Note: Frymaster has two warehouses, LA & TN. Can't mix & match from these warehouses

If you have any questions, please reach out to Customer Service at +800-221-4583

*Program Excludes: Alaska and Hawaii, which will be quoted per order

**Equipment Only: No accessories

1 ea NOTE: Gas	fryers CANNOT be curb mounted	<alternate></alternate>
1 ea Gas type to	be specified	<alternate></alternate>
1 ea Full frypot,	standard	<alternate></alternate>
1 ea CM3.5 Cont	troller, standard	<alternate></alternate>
1 ea 120v/60/1-	ph, 9 amps, standard (controller/filter)	<alternate></alternate>

Class 85 Weight: 202 lbs total

ITEM TOTAL: <Alternate> \$7,790.00

1 ea GAS FRYER \$17,981.00 <Alternate>

Item Qty Description Net Net Total
Frymaster Model No. FPH155



High Efficiency Fryer, gas, floor model, 50 lb. capacity, built-in filtration, open frypot design, automatic melt cycle, boil-out temp control, electronic ignition, center mounted RTD, 1° compensating temperature probe, includes: rack-type basket support, basket hanger & twin baskets, stainless steel frypot, door & cabinet, casters, 80,000 BTU, NSF, ENERGY STAR®, Enerlogic® Dimensions 45.63(h) x 15.63(w) x 29.63(d)

1 ea Note: Prices listed are for within the USA only. Please contact the factory for pricing if quoting outside of the USA

<Alternate>

1 ea Introducing: Freight Made Simple

Eastern Region: Freight adder 3% of invoice price or Minimum charge of \$100

West Region: 6% of invoice price or minimum charge of \$100 West is defined as: : Arizona, California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, and Wyoming Regional freight percentages must be manually calculated on your purchase order total.

If you have any questions, please reach out to Customer Service at +800-221-4583

Free Freight applies if:

- Piece Count: Orders of 15 pieces**. One Purchase Order, all shipping together from same warehouse and delivering to same location
- Price Offer: Orders of \$75k or more on: One Purchase Order all shipping together from same warehouse and delivering to same location

Note: Frymaster has two warehouses, LA & TN. Can't mix & match from these warehouses

If you have any questions, please reach out to Customer Service at +800-221-4583

*Program Excludes: Alaska and Hawaii, which will be quoted per order

**Equipment Only: No accessories

1 ea NOTE: Gas fryers CANNOT be curb mounted

<Alternate>

1 ea Gas type to be specified

<Alternate>

1 ea Full frypot, standard

<Alternate>

1 ea CM3.5 Controller, standard

<Alternate>

1 ea 120v/60/1-ph, 9 amps, standard (controller/filter)

<Alternate>

Frymaster freight \$566.00

31 week lead time

Class 85 Weight: 306 lbs total

Initial: Page 3 of 4

Item	Qty	ty Description		Net Total	
			ITEM TOTAL: <alternate></alternate>	\$17,981.00	
			Merchandise	\$28,313.00	
			Freight	\$200.00	
			Subtotal	\$28,513.00	
			Tax 7%	\$1,981.91	
			Total	\$30,494.91	
		Prices Good Until: 09/30	/2022		
	Acceptance:		Date:		
	Printed Name:		<u> </u>		

Item # _____ C.S.I. Section 11420

FRYERS



POWERFRY3™ 1TR45 SERIES FREE STANDING GAS FRYER



Model 1TR45A









SPECIFICATIONS

45 - 50 lbs. capacity free standing gas fryer, Vulcan Model No. (1TR45A) (1TR45D) (1TR45C). 70,000 BTU/hr. input. Stainless steel cabinet. Set of four 6" adjustable casters (2 locking). Stainless steel fry tank with ThreePass™ heat transfer system. ENERGY STAR® qualified. SoftStart™ ignition system using 35,000 BTU/hr. to extend oil life during start up. Idle rate of 4,318 BTU/hr. to maintain cooking temperature. 11/4" port ball type drain valve. Twin fry baskets with plastic coated handles. Solid state analog knob control, digital, or programmable computer control systems all standard with electronic matchless ignition. Tank brush and clean-out rod included.

Overall dimensions:

 $15\frac{1}{2}$ "w x $30\frac{1}{8}$ "d x $47\frac{1}{8}$ "h. Working height $36\frac{1}{4}$ ".

CSA design certified. NSF listed.

SPECIFY TYPE OF GAS WHEN ORDERING

- □ Natural Gas.
- □ Propane Gas.

SPECIFY ALTITUDE

The 1TR45 Series fryer does not require any special adjustments for varying altitudes ranging from 0 - 10,000 feet for either Natural or Propane gas.

1TR45A: Solid state analog knob control behind the door. Accurate temperature control 200° to 390°F. User selectable

fat melt modes. Electronic ignition.

1TR45D: Accurate temperature control 200-390°F with digital display. Fast recovery. Cook with compensating time or actual time. Electronic ignition. Digital temperatures: Fahrenheit or Celsius. Three melt modes. Two countdown timers. Auto boil-out mode.

1TR45C: Programmable computer controls with digital character display. 10 menu timers display product name and cook times. Offline programming of menu items uploaded through USB interface, software included. Accurate temperature control 200-390°F with digital display. Fast recovery. Cook with compensating time or actual time. Electronic ignition. Digital temperatures: Fahrenheit or Celsius. Three melt modes.

STANDARD FEATURES

- 70,000 BTU/hr. input.
- Maintains idle temperature setting with only 4,318 BTU/hr. to save energy.
- Energy saving SoftStart™ ignition system extends oil life while requiring lower BTU's.
- Energy Efficient ThreePass™ heat transfer system yielding 60.9% cooking efficiency and 72% Thermal Efficiency. ENERGY STAR® certified.
- Stainless steel fry tank, 45 50 lb. capacity. Includes 10 year limited tank warranty.
- 11/4" port ball type drain valve.
- Stainless steel cabinet.
- Set of four 6" adjustable (2 locking) casters.
- Twin fry baskets with plastic coated handles.
- Hi-limit shut-off.
- Electronic matchless ignition.
- Tank brush and clean-out rod.
- One year limited parts and labor warranty.

ACCESSORIES

- ☐ FRYMATE-VX15 add-on frymate.
- ☐ Stainless steel tank cover doubles as a work surface top.
- ☐ Connecting Kit(s) Connects two fryers together (brackets, grease strip and hardware included).
- ☐ Single large basket 13"w x $13\frac{1}{4}$ "d x $5\frac{1}{2}$ "h.
- \square Set of twin baskets $6\frac{1}{2}$ "w x $13\frac{1}{4}$ "d x 6"h.
- ☐ ¾" Flexible gas hose with quick disconnect.
- ☐ 10" high stainless steel removable splash guard.

OPTIONS

□ Second year extended limited parts and labor warranty



a division of ITW Food Equipment Group LLC

FRYERS



POWERFRY3™ 1TR45 SERIES FREE STANDING GAS FRYER

INSTALLATION INSTRUCTIONS

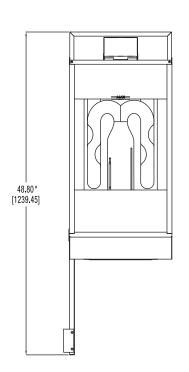
- A gas valve with internal pressure regulator is provided with this unit.
 - The supply pressure should be 7-9" W.C. for natural gas and 11-12" W.C. for propane gas
 - If incoming pressure exceeds 14" W.C. (½ psig -3.45 kPa), a step-down pressure regulator must be installed
- An adequate ventilation system is required for Commercial Cooking Equipment. Information may be obtained by writing to the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269. When writing refer to NFPA No. 96.
- All models require a 6" (152 mm) clearance at both sides and rear adjacent to combustible construction. All models require a 16" (407 mm) minimum clearance to adjacent open top burner units.

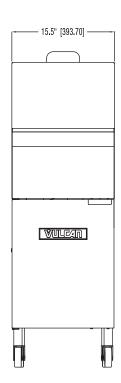
4. This appliance is manufactured for commercial installation only and is not intended for home use.

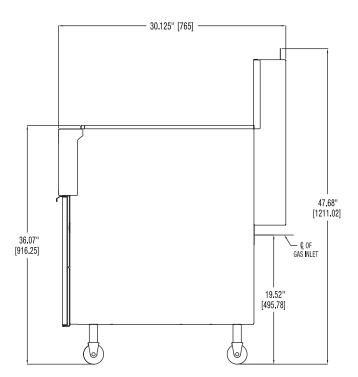
SERVICE CONNECTIONS:

- ⁹ ³/₄" (19 mm) OD rear gas connection.
- NEMA 5-15P 120 Volt cord & plug supplied with fryers.

NOTE: In line with its policy to continually improve its product, Vulcan reserves the right to change materials and specifications without notice.







MODEL	Width	Depth	Overall Height	Working Height	Tank Size	BTU/hr.	Fry Comp. Capacity	Approx. Shipping Weight
1TR45A 1TR45D 1TR45C	15½"	301/8"	471/8"	361/4"	14" x 14"	70,000	45 - 50 lbs.	196 lbs.

This appliance is manufactured for commercial use only and is not intended for home use.



a division of ITW Food Equipment Group LLC



Item # _____ C.S.I. Section 11420

FRYERS



POWERFRY3™ TR45 SERIES GAS FRYERS



Model 1TR45A









SPECIFICATIONS

45 - 50 lbs. capacity free standing gas fryer, Vulcan Model No. (1TR45A) (1TR45D) (1TR45C). 70,000 BTU/hr. input. Stainless steel cabinet. Set of four 6" adjustable casters (2 locking). Stainless steel fry tank with ThreePass™ heat transfer system. ENERGY STAR® certified. SoftStart™ ignition system using 35,000 BTU/hr. to extend oil life during start up. Idle rate of 4,318 BTU/hr. to maintain cooking temperature. 11¼" port ball type drain valve. Twin fry baskets with plastic coated handles. Solid state analog knob control, digital, or programmable computer control systems all standard with electronic matchless ignition. Tank brush and clean-out rod included.

Overall dimensions:

 $15\frac{1}{2}$ "w x $30\frac{1}{8}$ "d x $47\frac{1}{8}$ "h. Working height $36\frac{1}{4}$ ".

CSA design certified. NSF listed.

SPECIFY TYPE OF GAS WHEN ORDERING

- □ Natural Gas.
- □ Propane Gas.

SPECIFY ALTITUDE

The 1TR45 Series fryer does not require any special adjustments for varying altitudes ranging from 0 - 10,000 feet for either Natural or Propane gas.

TR45A: Solid state analog knob control behind the door. Accurate temperature control 200° to 390°F. User selectable fat melt modes. Electronic ignition.

TR45D: Accurate temperature control 200-390°F with digital display. Fast recovery. Cook with compensating time or actual time. Electronic ignition. Digital temperatures: Fahrenheit or Celsius. Three melt modes. Two count-

down timers. Auto boil-out mode. **TR45C:** Programmable computer controls

Programmable computer controls with digital character display. 10 menu timers display product name and cook times. Offline programming of menu items uploaded through USB interface, software included. Accurate temperature control 200-390°F with digital display. Fast recovery. Cook with compensating time or actual time. Electronic ignition. Digital temperatures: Fahrenheit or Celsius. Three melt modes.

STANDARD FEATURES

- 70,000 BTU/hr. input.
- Maintains idle temperature setting with only 4,318 BTU/hr. to save energy.
- Energy saving SoftStart™ ignition system extends oil life while requiring lower BTU's.
- Energy Efficient ThreePass™ heat transfer system yielding 60.9% cooking efficiency and 72% Thermal Efficiency. ENERGY STAR® certified.
- Stainless steel fry tank, 45 50 lb. capacity. Includes 10 year limited tank warranty.
- 11/4" port ball type drain valve.
- Stainless steel cabinet.
- Set of four 6" adjustable (2 locking) casters.
- Twin fry baskets with plastic coated handles.
- Hi-limit shut-off.
- Electronic matchless ignition.
- Tank brush and clean-out rod.
- One year limited parts and labor warranty.

ACCESSORIES

- ☐ FRYMATE-VX15 add-on frymate.
- $\hfill \square$ Stainless steel tank cover doubles as a work surface top.
- ☐ Connecting Kit(s) Connects two fryers together (brackets, grease strip and hardware included).
- ☐ Single large basket 13"w x $13\frac{1}{4}$ "d x $5\frac{1}{2}$ "h.
- \square Set of twin baskets $6\frac{1}{2}$ "w x $13\frac{1}{4}$ "d x 6"h.
- ☐ ¾" Flexible gas hose with quick disconnect.
- ☐ 10" high stainless steel removable splash guard.

OPTIONS

□ Second year extended limited parts and labor warranty



a division of ITW Food Equipment Group LLC

Vulcan 1TR45AF () Item#: 2

FRYERS



TR KLEENSCREEN PLUS® FILTRATION SYSTEM BUILT-IN FILTER SYSTEM FOR 2TRF, 3TRF & 4TRF FRYERS



Model 2TR45CF









SPECIFICATIONS

Built-in filter system, Vulcan Model No. (# of fryers 2, 3, 4) TR (45, 65, 85) (control type A, D, or C) F (add suffix-F to fryer battery model No., i.e. 2TR45DF). Filter system accommodates maximum of four cabinets. Filter vessel constructed of drawn (seamless) 18 gauge series stainless steel. The 2TR45F filter pan weighs only 12.2 lbs. and the filter pan for the 2TR65 & TR85F weighs only 20.5 lbs. 1/3 H.P. motor/pump circulates hot frying compound at the rate of 8 gallons per minute, activated by a one touch push button switch. System provided standard with stainless steel mesh filter screen. Optional KleenScreen $PLUS^{\otimes}$ envelopes filter out particulate down to .5 micron. Standard equipment comes on casters, has a tank brush, and clean-out rod. Hands free oil return line connection. Drain valve interlock switch turns fryer's burners off when drain valve is opened. Requires 120 volt, 60 Hz, 1 phase power supply.

CSA design certified. NSF listed.

SPECIFY TYPE OF GAS WHEN ORDERING

- ☐ Natural Gas
- ☐ Propane Gas

SPECIFY ALTITUDE

The TR Series fryer does not require any special adjustments for varying altitudes ranging from 0 - 10,000 feet for either Natural or Propane gas.

STANDARD FEATURES

- Filter system accommodates maximum of four fryer cabinets.
- Drain valve interlock switch turns off gas burners automatically when draining oil.
- 6" Casters adjustable 2 locking, 2 non-locking.
- Drawn (seamless) 18 gauge stainless steel filter pan. 70 lbs. frying compound capacity on TR45F, 110 lbs. capacity on TR65 & TR85F.
- Stainless steel filter mesh screen filters from 2 sides; filter area = 270 square inches.
- 1/3 H.P. motor and pump circulates frying compound at a rate of 8.0 gallons per minute.
- One touch push button switch to engage pump and motor.
- Tank brush and clean-out rod.
- 120 volt, 60 Hz, 1 phase (NEMA 5-15P).
- One year limited parts and labor warranty.
- 10 year fry tank limited warranty.
- 6' High Temperature Discard Hose.

ACCESSORIES (Packaged & Sold Separately)

- ☐ Stainless steel tank cover doubles as a work surface top.
- ☐ Micro-Filtration Fabric Envelopes 6 filters/per package.
- ☐ "Add-On" Frymate™ VX15 or VX21S.
- ☐ Rear oil reclamation discard connection (Factory Installed).
- ☐ TR45F Twin Basket Lifts (Factory Installed).
- ☐ TR65F & TR85F Single and Twin Basket Lifts (Factory Installed).
- ☐ Prison Security Package (Factory Installed).
- ☐ Flexible gas hose with quick disconnect.

OPTIONS

☐ Second year extended limited parts and labor warranty.

REFERENCE MATERIALS

- See 1TR45 Spec Sheet F45378.
- See 1TR65 Spec Sheet F45381.
- See 1TR85 Spec Sheet F45383.

VULCAN

a division of ITW Food Equipment Group LLC



Item # _____ C.S.I. Section 11420

FRYERS



TR KLEENSCREEN PLUS® FILTRATION SYSTEM BUILT-IN FILTER SYSTEM FOR 2TRF, 3TRF & 4TRF FRYERS

INSTALLATION INSTRUCTIONS

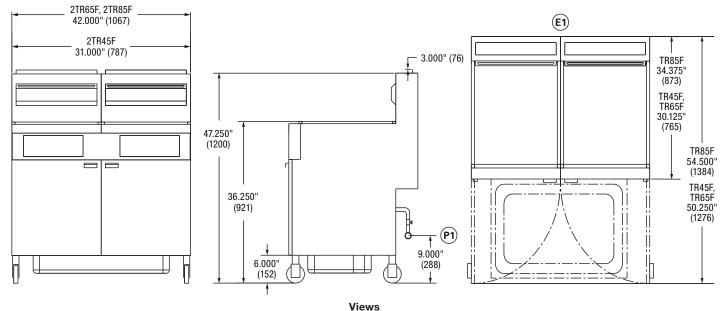
- An exterior gas regulator has been installed on the incoming gas manifold of the fryer and has been preset at the factory for the specific gas type – Natural or Propane Gas.
 - Natural Gas 8.0" (203 mm) W.C.
 - Propane Gas 11.0" (279 mm) W.C.
- An adequate ventilation system is required for Commercial Cooking Equipment. Information may be obtained by writing to the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269. When writing refer to NFPA No. 96.
- All models require a 6" (152 mm) clearance at both sides and rear adjacent to combustible construction.
- 4. All models require a 16" (407 mm) minimum clearance to adjacent

- open top burner units.
- 5. This appliance is manufactured for commercial installation only and is not intended for home use.

Service Connections:

- P1 11/4" (32 mm) NPT common rear gas connection.
- (E) 120 volt, 60 Hz, 1 phase electrical connection (NEMA 5-15P).

NOTE: In line with its policy to continually improve its product, Vulcan reserves the right to change materials and specifications without notice.



Front, Side and Top 2TR45F, 2TR65F, 2TR85F

		Filter Area /					Battery Dimensions (Width		(Widths)
Model	Filter Pan Capacity	Fabric Envelope	Motor	Pump	Electric Amps	Electric Power	2 Fryers	3 Fryers	4 Fryers
TR45F	70 lbs.	270 sq. in 350 sq. in	⅓ HP 1750 RPM	8 Gal/Min	115V 6.0A	115V 60Hz 1Ph	31"	46½"	62"
TR65F	110 lbs.	270 sq. in	¹/₃ HP	8 Gal/Min	115V 6.0A	115V 60Hz 1Ph	42"	63"	84"
TR85F	TIOIDS.	350 sq. in	1750 RPM	o Gai/Mill	113V 6.UA	113V OURZ IPII	42	03	04

This appliance is manufactured for commercial use only and is not intended for home use.



a division of ITW Food Equipment Group LLC





H55 and H55-2 High Efficiency Gas Fryers -- Domestic & Export

Project
Item
Quantity
CSI Section 11400
ApprovaL
Date-

Models

☐ PH155

☐ PH155-2



Standard Features

- · Open-pot design (split or full) is easy to clean • 50-lb (25 L) oil capacity per full frypot; 25-lb.
- (12 L) per split frypot
- 80,000 Btu/hr. input (20,151 kcal) (23.4 kw) (84.4 MJ/hr) per full frypot; 40,000 Btu/hr. input (10,075 kcal) (11.7 kw) (42.2 MJ/hr) per split frypot
- Frying area: 14" x 15" x 4-1/2" (35.6 x 38.1 x 11.4 cm) per full frypot; 6-1/2" x 15" x 4-3/4 (16.5 x 38.1 x 12.1 cm) per split frypot
- CM3.5 controller
- Stainless steel frypot, door and cabinet
- Center-mounted, RTD, 1° compensating temperature probe
- · Deep cold zone with forward-sloping bottom and 1-1/4" IPS full-port, ball-type drain
- · Infrared burners ensure state-of-the-art heat transfer
- Electronic ignition
- · Automatic melt cycle and boil-out
- temperature control
- · Two twin baskets
- · 8-1/2" (22 cm) adjustable legs
- 3/4" gas connection
- Drain safety switch

Options & Accessories

- Stand-alone spreader cabinet Digital or SMART4U® 3000 controllers
- ☐ Basket lifts (except Australia) (units with basket lifts require casters to be purchased also)
- ☐ Frypot cover
- Casters
 Foam deck basket banger
- Triplet basket
- ☐ Full basket
- Chicken/Fish tray
- ☐ Sediment tray

See Frymaster domestic price list for other available options and accessories.

Specifications

Specifically designed for high capacity, reliability, versatility and efficiency

Frymaster's H55 is a premium open-pot fryer that combines state-of-the-art technology with decades of frying experience and customer satisfaction to set the standard for high-efficiency frying. The ENERGY STAR® rated H55 fryer saves thousands of dollars annually on energy costs. H55 fryers have long been the trusted choice of chains and independent operators worldwide because their efficient, state-of-the-art heat transfer system, precise controls and durability have stood the test of time.

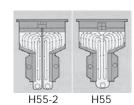
Infrared burners and blower system delivers an ultra-refined air-gas mixture so the fryer operates well in any gas application such as at high altitudes, in environments where air

circulation is sub-optimal or when the heating value of the gas is diminished.

The split-pot model has all of the features and options of the full-pot H55 and gives the operator the discretion of using only half the

The optional stand-alone spreader cabinet can include a holding station with heat lamp option. The holding stations are available with cafeteria-style pan or scoop-type pan.

*Liter conversions are for liquid shortening @70°F.



Unique frypot design with deep cold zone and turbo charged, infrared burners.



NSF.







Approved for Korea

8700 Line Avenue Shreveport, LA 71106-6800 USA

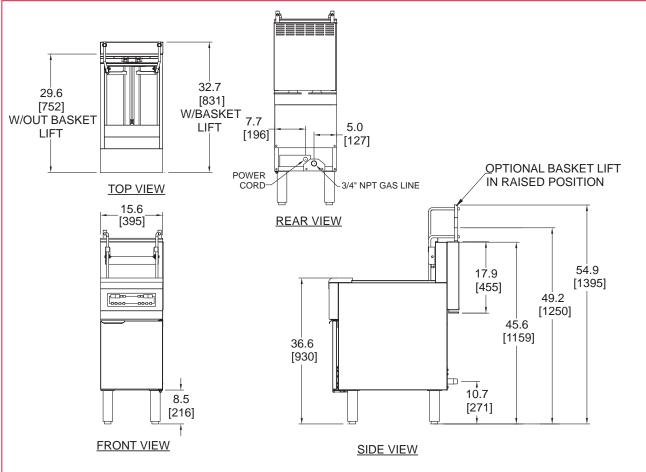
Tel: 318-865-1711 Tel: 1-800-221-4583 Fax: 318-868-5987 E-mail: info@frymaster.com www.frymaster.com

Bulletin No. 818-0499 Revised 8/17/17





SP FRYMASTER



DIMENSIONS

MODEL	OIL CAPACITY	OVI	ERALL SIZE	(cm)	DRAIN HEIGHT (cm)	NET	**APPROXIMATE SHIPPING INFORMATION					ΓΙΟΝ
NO.		WIDTH	DEPTH	HEIGHT			WEIGHT	WEIGHT	CLASS	CU. FT.	DIMI	ENSIONS
PH155 PH155-2	50 lbs. (25 L) 25 lbs. (12 L) ea. side	15-5/8" (39.7)	*29-5/8″ (75.3)	*45-5/8″ (115.8)	10-1/4" (26.1)	160 lbs. (73 kg)	202 lbs. (92 kg)	85	22	W 22" (55.9)	D 36" (91.4)	H 47" (119.4)

*Without basket lifts. POWER REQUIREMENTS **Information is APPROXIMATE and may vary at time of shipment due to options/add-ons per customer request

MODEL	BASIC DOMESTIC OPTIONS					
NO.	CONTROLS/ FRYPOT	BASKET LIFTS/ FRYPOT				
PH155	120V 1 A	120V 3 A				
PH155-2	120V 1 A					
	BASIC EXPORT OPTIONS					
PH155	220V 1 A	220V 2 A				
PH155-2	230V 1 A 240V 1 A 250V 1 A	230V 2 A 240V 2 A 250V 2 A				

HOW TO SPECIFY

The following description will assist with ordering the features desired for this equipment:

50-lb. (25 L) high-efficiency, open-pot gas fryer with CM3.5 controller, electronic ignition, melt cycle, boil-out temperature control and center-

mounted (RTD) 1° compensating temperature probe. PH155-2 Split pot with same features as full pot. Dual controls operate each

split pot independently

CM3.5 controller BL Basket Lifts

CLEARANCE INFORMATION

DO NOT CURB MOUNT

· Natural gas only for New Zealand.

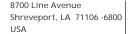
NOTES

• A minimum of 24" (61.0 cm) should be provided at the front of the unit for servicing and proper operation, and 6" (15.2 cm) between the sides and rear of the fryer to any combustible material.

• 120 V 5 ft. (1.5 m) grounded cord set provided. • 1-1/2" (3.8 cm) kitchen main manifold gas supply line required. Should flexible gas line be used, it must be CSA approved, commercial type and sized per the gas line size in above drawing. See service manual and/or plumbing codes for proper pipe sizing. Recommended minimum store supply pressure to be 6" W.C. for NAT Gas, and 11" W.C. for L.P. Check plumbing codes for proper supply line sizing to attain burner manifold pressure of 3.0" W.C. natural or 8.25"

www.frymaster.com Bulletin No. 818-0499 Revised 8/17/17 Litho in U.S.A. ©Frymaster





Tel: 318-865-1711 Tel: 1-800-221-4583 Fax: 318-868-5987 E-mail: info@frymaster.com



FootPrint® Filtration for Single H55 Gas Fryers

Project
Item
Quantity
CSI Section 11400
Approved
Date

Models

☐ FPH155

☐ FPH155-2*

*Not available for CE.



Model Shown: FPH155

Shown with optional CM3.5 controller and legs on front

Standard Features

- · 50-lb (25-liter) oil capacity
- · Space-saving filter fits inside fryer cabinet
- Filter pan is lightweight and easy to remove for cleaning
- Filter pan designed on rails to clear floormats for easy cleaning
- Sloped drain pan leaves minimal oil in the pan after filtering
- Filter cycle is complete from start to finish in less than 5 minutes
 1-1/4" (3.2 cm) IPS ball-type drain valve on
- 1-1/4" (3.2 cm) IPS ball-type drain valve or full frypot
- 1" (2.5 cm) IPS ball-type drain valve on split frypot
- Drain safety switch on all Frymaster filter system fryers
- · Rear oil flush
- 1/3 H.P. filter motor
- 4 GPM pump
- Filter starter kit
- Casters
- · Gas connection 3/4"

Options & Accessories

SDU for oil disposal

See H55 gas spec sheet for fryer options.

See Frymaster domestic price list for other available options and accessories.

Specifications

Designed for trouble-free filtering of H55 single fryers without wasting valuable space

Frymaster's renowned, built-in filtration puts filtration where it's most convenient to use -- right within the fryer -- eliminating the need for additional floor and storage space.

The filtering process is fast and easy, encouraging frequent filtering -- a critical part of maximizing oil life, especially with trans-fat free oils. It is engineered with features that allow added convenience, easier serviceability and allows for using three different filter mediums with one pan.

This filtration is enhanced with a gravity draining system that allows residual oil to drain into the filter pan so that drain lines are always open. The filter, housed beneath one Frymaster H55 fryer is capable of filtering the fifty-pound fryer in less than five minutes.

This filter comes standard with a powerful 4 GPM pump to maximize filtering efficiency and minimize clogging. A large sump with secure hold-down ring ensures proper vacuum and superior oil filtration. The stainless steel filter pan slides out easily over floor mats and uneven floor tiles.

Filtration process is two steps:

Step one: open drain valve, open return valve to activate filter pump.

Step two: close drain valve; close return valve to turn off pump













8700 Line Avenue Shreveport, LA 71106-6800 USA Tel: 318-865-1711 Tel: 1-800-221-4583 E-mail: info@frymaster.com www.frymaster.com Bulletin No. 7801 Revised: 09/29/2020



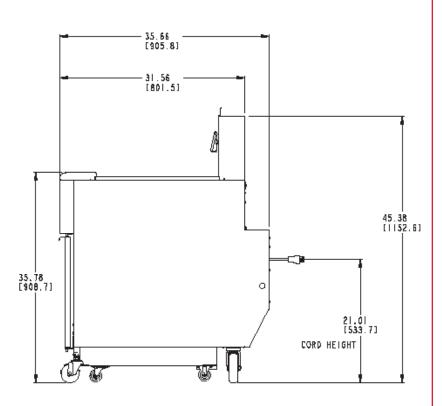


FootPrint® Filtration for Single H55 Gas Fryers



FootPrint® Filtration for Single H55 Gas Fryers

15.61 (396.4)



DIMENSIONS

MODEL	DRAIN HEIGHT	NET WEIGHT	SHIPPING INFORMATION							
FPH155	10.88″ (27.6 cm)	235 lbs. (107 kg)	WEIGHT	CLASS	CU. FT.	DIMENSIONS (cm)				
FPH155 FPH155-2			265 lbs. (121 kg)	85	31.95	W 25" (63.5 cm)	D 47" (119.4 cm)	H 47″ (119.4 cm)		

POWER REQUIREMENTS FOR FILTER ONLY:

AMPERAGE FOR FILTER ONLY -- Filter Motor -- Domestic: 120V 7.5 A; Export/CE: 220V - 250V 5 A

NOTES:

Contact Customer Service at 1-800-221-4583 inside USA: +1-318-865-1711 outside USA for other voltages. FOR FRYER SPECIFICATIONS, FEATURES AND OPTIONS, SEE H55 SPEC SHEET.

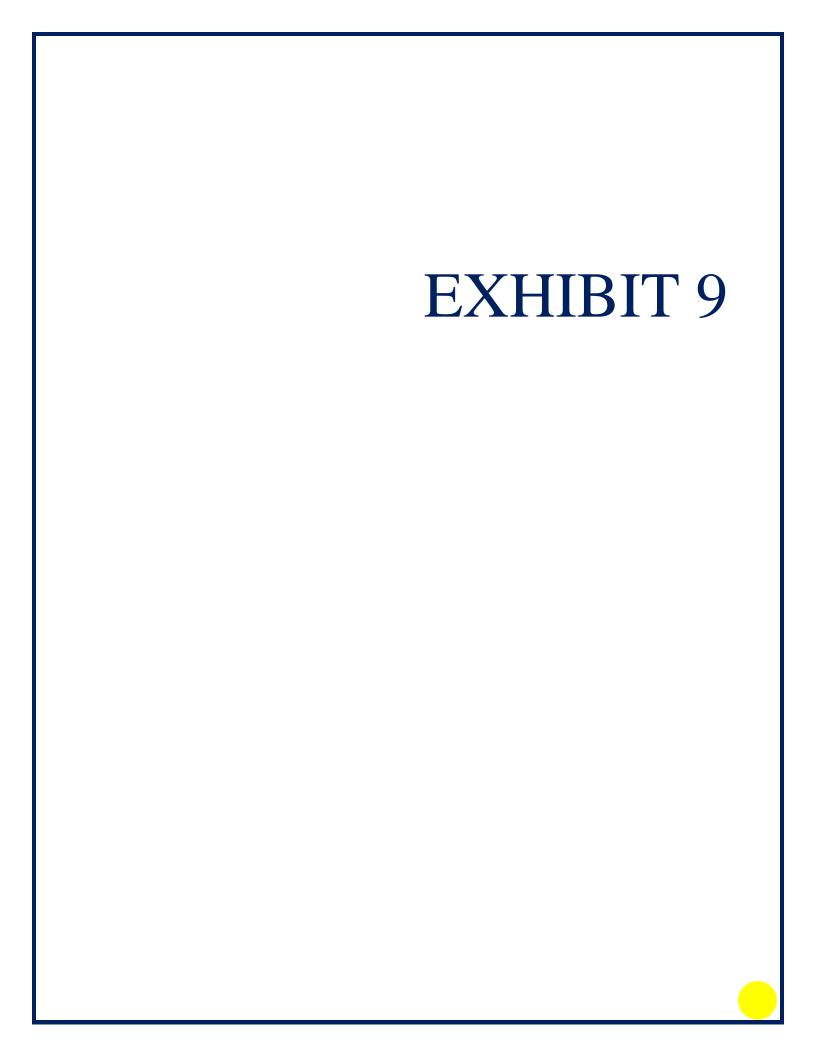
CLEARANCE INFORMATION:

A minimum of 24" (61.0 cm) should be provided at the front of the unit for servicing and proper operation, and 6" (15.2 cm) between the sides and rear of the fryer to any combustible material.

Welbilt reserves the right to make changes to the design or specifications without prior notice.

8700 Line Avenue Shreveport, LA 71106-6800 USA Tel: 318-865-1711 Tel: 1-800-221-4583 E-mail: info@frymaster.com www.frymaster.com Bulletin No. 7801 Revised: 09/29/2020







Order Agreement

This Order Agreement is written in "Plain English". The words **you** and **your** refer to the Customer, the words **we**, **us** and **our** refer to **Konica Minolta Business Solutions U.S.A., Inc.**, including its subsidiaries and agents.

Customer Information

Solterra Resort Cdd

Ste 340 270 W Plant St Winter Garden, FL 34787-2994

Product: Device & Software

Installation Location - 1: Solterra Resort Cdd, 270 W Plant St, Winter Garden, FL 34787-2994 Delivery Contact: Kyla Semino, (863) 547-9839

Product Description	Quantity	Product Configuration
Bizhub C450i Refurbished		
Used Equipment Disclosure : Product	has previously bee	n sold and refurbished for sale.
	1	Bizhub C450i 45 Ppm Color Mfp
	1	Mfp Delivery Charge - Level Two
	1	Basic Network Service - Bns04

Maintenance Services

Maintenance Plan: One Rate [™] Term: 60 Months

Entitlements: Toner, Digital Connected Support, Staples, No In Term Annual Escalation

Installation Location - 1: Solterra Resort Cdd, 270 W Plant St, Winter Garden, FL 34787-2994

Device Qt	y Plan Type	Included
_	Bill	Pages

Existing Financial Considerations

Special Incentive - Reimbursed to Customer

This reimbursement is being provided as a special incentive towards the the purchase/financing of a new product/service. We agree to remit the Incentive Amount(s) to the Customer Remittance Address shown below upon receipt of funding in full for this Order Agreement. We will not be liable to you or any third party as a result of this reimbursement transaction.

Incentive Amount	Explanation
\$300.00	Rebate



Order Agreement ID: **80051458**Date/Time: **09/23/2022 09:20:24 AM**



Remittance Address (Special Incentive)

SOLTERRA RESORT CDD Suite 340 270 W PLANT STREET STE 340 WINTER GARDEN , FL 34787

Customer Options & Verification

To ensure an excellent customer experience, please take a moment to update your available invoicing options and to verify the invoice mailing and accounts payable address/contact information we have on file. If changes are required to your Invoice Mailing or Accounts Payable addresses (including contact information), please contact your Sales Representative for assistance.

Tax Exemption Status:				
	Non-Exempt			
	Exempt – Tax Exemption Certificate available to submit with this order package			
Purchase Order:	Exempt – Tax Exemption Certificate not available, will provide later Until we receive a tax exemption certificate or other valid proof of tax exempt status, we will charge you all applicable federal, state, and local taxes.			
	Not Required			
	Required – Purchase Order available to submit with this order package			
	Required – Purchase Order not available, will provide later			
Invoice Format:				
	Summary/Consolidated Invoices (This is our default option if no other selection is preferred)			
	Individual Invoices			
	Spreadsheet (Excel file with generic column layout which may be self-aligned to meet individual invoicing requirements)			
	Recipient Email Address:			
	Electronic Portal (EDI) – Please provide Portal Information to facilitate setup:			
	Portal Name: Portal ID:			
	Portal Contact: Phone/Email			

Page **2** of **4**

Order Agreement ID: **80051458**Date/Time: **09/23/2022 09:20:24 AM**



will switch you	ır account from US Mail to Email deli		s are to be sent and as soon as the service is available, we	
Recipient	Email Address:			
Customer Invoice Codes: (e.g., GL Co	ode/Cost Code)			
Not Required				
	Requested, Detail List available to attach to this order agreement (We can accommodate 4 codes per device.)			
Requested, De	etail List not available to attach, will p	provide later		
Invoice Mailing Address: Solterra Resort Cdd Ste 340 270 W Plant St Winter Garden, FL, 34787-2994	Accounts Payable Ad Solterra Resor Ste 340 270 W Plant St Winter Garden, FL,	t Cdd	Accounts Payable Contact: Kyla Semino Phone: (863) 547-9339 EMail: ksemino@evergreen-lm.com	
MyKMBS.com Customer F	Portal			
MyKMBS is a complete and comprehens smartphone. MyKMBS offers 24/7 acce			ir Konica Minolta accounts - right from their desktop or olace.	
Please provide a primary contact for MyKME	3S.com registration:	Account ID:	31170603	
		Name:		
		. "		
		Email:		
			Opt Out of MyKMBS.com Customer Portal	

Order Agreement ID: **80051458**Date/Time: **09/23/2022 09:20:24 AM**

Page 3 of 4



Order Summary & Acceptance

Konica Minolta Business Solutions U.S.A., Inc.

Transaction Type: **Lease**

Your signature below constitutes your acceptance of this Order Agreement (ID: 80051458 with date/time stamp:09/23/2022 09:20:24 AM)

Please see and sign the separate Lease/Financing Agreement for terms and conditions governing the financing associated with this Order Agreement.

This Order Agreement is not binding upon us until signed by a Konica Minolta branch manager, vice president, or executive officer.

		Solterra Res	sort Caa	
Signature:	Tn	Signature:	ACC	
Name:	Theresa Borghi	Name:	KYLA SEMINO	
Title:		Title:		
Date Signed:		Date Signed:		

Customer

Page 4 of 4



Application Number LS-5751659

Agreement Number

Schedule Number

Advantage Lease Agreement

This Advantage Lease Agreement ("Agreement") is written in "Plain English". In this Agreement, the words you and your refer to the customer (and its guarantors), the words we, us and our refer to Konica Minolta Business Solutions U.S.A., Inc., d/b/a Konica Minolta Premier Finance. If we assign this Agreement to a third party lessor, Lessor shall refer to such third party lessor assignee, and the words we, us and our shall also mean and include such Lessor and its assignees as to our rights, remedies and entitlements under this Agreement and any Schedule so assigned, but not our obligations.

Customer Information

Full Customer legal Name/Address:

Solterra Resort Cdd

Ste 340 270 W Plant St

Winter Garden, FL 34787-2994

Billing Name/Address:

Solterra Resort Cdd

Ste 340

270 W Plant St

Winter Garden, FL, 34787-2994

Billing Contact Name: Kyla Semino

Phone¹: (863) 547-9839

Email: ksemino@evergreen-lm.com

Federal Tax ID2:

Do not enter Social Security Number Select to bypass for SS#

Term and Payment Information

	Term in Months	Number of Payments	Payment Frequency	Payment(Plus Applicable Taxes)	End of Lease Purchase Option
ı	60	60	Monthly	\$542.00	Fair Market Value

Product Description

Installation Location - 1: Solterra Resort Cdd, 270 W Plant St, Winter Garden, FL 34787-2994

Product Description Product Configuration

Bizhub C450i Refurbished

Maintenance & Group Pool Billing Information

Pool Group 1

Maintenance Plan: One Rate™

Pool	Pool	Pages	Overage	Overage	
Group ID	Name One Rate [™] -1	Included Unlimited	Charge N/A	Frequency N/A	

Pool Group 1 - Asset Schedule

Installation Location - 1: Solterra Resort Cdd, 270 W Plant St, Winter Garden, FL 34787-2994

Qty	Product Description	Customer Invoice Information	Text
1	Bizhub C450i Refurbished		One Rate [™]

² To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.



Advantage Lease Agreement - Version 20220701-FB Package ID: 80051458 Date/Time: 09/23/2022 9:20:24 AM

¹ By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.



The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer ONE Guarantee. A copy of the Guarantee can be obtained at your local branch or by visiting https://kmbs.konicaminolta.us/CustomerOne



Terms And Conditions

(THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT AND INCORPORATED INTO EACH SCHEDULE.)

- 1. LEASE AGREEMENT: You agree to lease from us the personal property identified herein, and additional personal property as identified in Schedules to this Advantage Lease Agreement, incorporating these TERMS AND CONDITIONS by reference - from time to time - signed by you and us (such property and any upgrades, substitutions, replacements, repairs and additions referred to as "Equipment") for business purposes only. In the event that the Equipment you selected is unavailable or cannot be supplied by the Supplier, you agree that we can substitute or upgrade your selection to equipment of equal or greater quality, function, and value, as determined by Supplier in its sole discretion, at no additional cost to you, and you agree to accept such substitution or upgrade upon delivery. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our agreement regarding the listed equipment ("Agreement") and supersede all other writings, communications, understandings, agreements, purchase orders, solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you hereunder and under the applicable Schedule unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO YOU. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.
- 2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.
- 3. OWNERSHIP OF EQUIPMENT: We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.
- 4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that neither we nor our representatives are the Lessor's agents and none of us are authorized to modify the terms of this Agreement or any Schedule without the Lessor's consent. No representation or warranty of ours with respect to the Equipment will bind Lessor, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the Lessor, the manufacturer or supplier of the Equipment. THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. You agree that the Customer One Guarantee is a separate and independent obligation of ours, that no Lessor or assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against us with respect to the Customer One Guarantee.

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- 5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.
- **6. LOSS OR DAMAGE**: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
- 7. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but not the obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease chargi
- 8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us and any Lessor harmless and reimburse us and them for loss and to defend us and them against any claim for losses or injury or death caused by the Equipment. We reserve the right to control the defense and to selector approve defense counsel. This indemnity survives the expiration or termination of this Agreement.
- **9. TAXES AND FEES**: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$125.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
- 10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN, OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment to a Lessor, such Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of such Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and us. None of Lessor or Lessor's assignees will independently verify any such costs. Lessor and Lessor's assignees will be providing funding based on the payment you have negotiated with us. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.
- 11. DEFAULT AND REMEDIES: If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement, any Schedule or any other agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following; (a) withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and/or any and all Schedules and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of this Agreement and any Schedules, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of this Agreement and any Schedules (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the state where we or the Lessor have our principal place of business. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.
- 12. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement or any Schedule is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

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- 13. CONSENT TO LAW, JURISDICTION AND VENUE: This Agreement shall be deemed fully executed and performed in the state of our or the Lessor's principal place of business and shall be governed by and construed in accordance with its laws. If we or the Lessor bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of our or the Lessor's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of us or the Lessor. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by us or the Lessor in relation to such matters. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.
- 14. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any Schedules to us or the Lessor via overnight courier the same day you submit the facsimile or other electronic transmission of the signed Agreement and such Schedules. Both parties agree that this Agreement and any Schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 11) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any Schedules.
- 15. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and in accordance with paragraph 4 of this Agreement, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. YOUR LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED OR DELAYED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.
- **16. MAINTENANCE AND SUPPLIES**: Equipment services provided under this Agreement include labor and parts required to maintain covered Equipment in a normal operating condition. We will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples unless selected. The consumable supplies provided are our property until they are consumed and are intended to be used exclusively in the covered Equipment. You bear the risk of loss for unused supplies in the event of theft, employee misconduct, fire or other mishap. We reserve the right to replace a device, at no additional cost to you, with a comparable unit when repair of the original device is not practical or economically feasible. Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At our discretion, we may perform an audit of supply/consumables consumption and equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, we have the right to invoice for the excess consumption. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide us access to the equipment and we will provide labor or routine, remedial and preventive maintenance service as well as remedial parts during normal business hours (defined as 8:30 am to 5:00 pm, Monday through Friday, exclusive of holidays observed by us). All part replacements shall be on an exchange basis with new or refurbished items. We are not obligated to provide services or repairs in the event of Equipment abuse/misuse or casualty. Out of scope services, including after hours, moves, modifications and abuse/misuse will be charged at our current rates. If necessary, the service and supply portion of this Agreement may be ass
- 17. FLEET DEVICE MONITORING: We may ask your permission to install and maintain server-based software to monitor the printing devices on your network ("Fleet Device Monitoring"). Where the use of Fleet Device Monitoring software as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement at pre-established price levels. The added device(s) will be covered under the terms of this Agreement. You will be notified via email and may reject the addition of the device(s) by contacting us. If you agree to allow us to install and maintain Fleet Device Monitoring software on your network, and the software cannot reliably operate in your environment for any reason, we reserve the right to suspend or terminate services under this Agreement.
- **18. OVERAGES AND COST ADJUSTMENTS**: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) (if applicable) by a maximum of fifteen percent (15%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, escalations within the original Agreement term and Supply Freight Fees do not apply nor are meter readings required. All Agreements are subject to escalation in any renewal period.

End of Lease Options

You will have the following options at the end of the original term, provided the Agreement or applicable Schedule has not terminated early and no event of default under the Agreement and/or any Schedule has occurred and is continuing. 1. Purchase all of the Equipment as indicated in the "Term and Payment Information" section of the Agreement or any applicable Schedule ("fair market value" purchase amounts will be determined by us). 2. Renew the Agreement and/or applicable Schedule per paragraph 1 (on Agreement). 3. Return Equipment as provided in Paragraph 5 (on Agreement).

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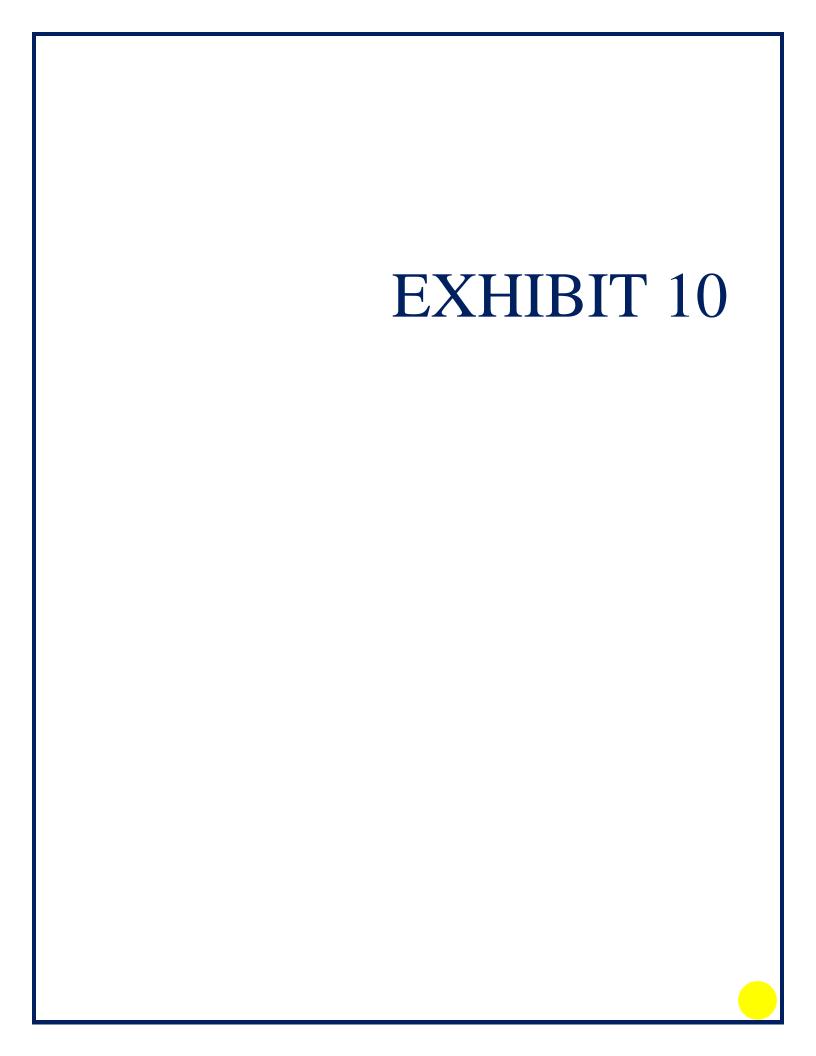




Lease Acceptance

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

Konica Minolta Business Solutions U.S.A., Inc., d/b/a Konica Minolta Premier Finance		Customer Solterra Resort Cdd	
Signature:		Signature:	
Name:		Name:	KYLA SEMINO
Title:	T-20	Title: .	
Date Signed:		Date Signed:	<u> </u>



SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

REVISED AMENITIES RULES & POLICIES



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PART 1: Rule for Amenities Rates

In accordance with Chapters 190 and 120 of the Florida Statutes, and on _______, 2022 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Solterra Resort Community Development District adopted the following rules to govern rates for the District's Amenities.

- 1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.
- 2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenities Policies of Solterra Resort Community Development District, as amended from time to time.
- 3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.
- 4. **Reservation Rates for Clubhouse.** Any Patron wishing to have the exclusive use of any room or area within the clubhouse or pool area must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Reasonable accommodation will be made for members of the association to utilize this amenity free of charge with 10% of the cabanas. Reservation by a member must be made 48 hours in advance; otherwise cabana will be open for rental usage.

Room / Area	Rental Fee	Deposit
Multi-Purpose Field Rental	\$25/hour	\$300
Covered Patio at Pool	\$25/hour	\$300
Club Room	\$50/hour	\$300
Club Room and Covered Patio	\$70/hour	\$300
Cabanas Pool side	Non-electric cabanas: \$100/daily	\$100

Electric cabanas: \$125/daily	Reservation Fee: \$25.00
Members of the association will use 10% of the cabanas free of charge upon reservation.	

5. **Activity and Program Rates.** The following non-clubhouse fees apply:

Resort program prices charged on an activity by activity basis.

Activity	Fee	Deposit (if applicable)
Happy Hour	Charge per person base on market rate	None
Parents Night out/movie	Charge per person base on market rate	None
Other events as scheduled	Charge per person base on market rate	None

6. Miscellaneous Fees.

Item	Fee
Access Cards (two per Member)	Free
Additional Access Card (for additional cards)	\$25.00
Replacement of Damaged, Lost, or Stolen Access Card	\$25.00
Guest staying on property Fee for Clubhouse and Pool	Free
Guests not staying on property Fee for Clubhouse and Pool	N/A
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30.00

7. Special Provisions.

- a. *After-Hours Events.* All rental fees are increased by \$25 for each hour past normal operating hours.
- b. Homeowner's Association and Master Developer Meetings.
 Unless otherwise provided in the District's official policies, as may
 be amended from time to time, each homeowner's association
 located within the boundaries of the District is permitted one free
 meeting per month, subject to availability. Any events hosted by
 the Master Developer are permitted for free, subject to availability.
- c. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.
- 8. **Adjustment of Rates.** Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in paragraphs 4, 5, and 6 by not more than five percent per year to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.
- 9. **Prior Rules; Policies.** The District's Amenities Policies, as may be amended from time to time, govern all use of the Amenities.
- 10. **Severability**. The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2021)

PART 2: Amenities Policies

In accordance with Chapter 190 of the Florida Statutes, and on _______, 2022 at a duly noticed public meeting, the Board of Supervisors of the Solterra Resort Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby rescinded.

DEFINITIONS

The following definitions shall apply to these policies in their entirety:

"Access Card" – shall mean the identification card issued to Patrons.

"Amenities" – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse, fitness center, swimming pool, multi-purpose field, tennis courts, playground, picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenities Policies" or "Policies" – shall mean all policies of the District relative to the Amenities, as amended from time to time.

"Amenity Manager" – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

"Annual User Fee" – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's rules and included in the District's Operation & Maintenance expenses charged to each property owner.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Solterra Resort Community Development District.

"District Manager" – shall mean the professional management company with which the District has contracted to provide management services to the District.

"Family" – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen,

together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

"Guest" – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

"Non-Resident" – shall mean any person that does not own property within the District.

"Non-Resident Patron" – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

"Patron" or "Patrons" – shall mean Residents, Non-Resident Patrons, and Renters.

"Person" – shall mean an individual, or legal entity recognized under Florida law.

"Renter" – shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

"Resident" – shall mean any person or Family owning property within the District.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

- 1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
- 2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
- Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
- 4. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Resident who is at least sixteen (16) years of age may bring a maximum of four (4) Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four (4) Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

Use of Amenities Facilities at Your Own Risk

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as Attachment A, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as Attachment B. All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.

ACCESS CARDS AND CODES

Use of Access Cards. Patrons can use their Access Cards or key pad with code number to gain access to the Amenities. Upon arrival at the clubhouse, Patrons will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron provide an access card to another person to allow him or her to use the Amenities.

Issuance of Access Cards. Each Patron will receive two (2) Access Cards upon registration with the District. For Families, each Patron may obtain additional Access Cards for any member of a Patron's Family who is over sixteen (16) years of age and eligible to use the Amenities, with a maximum of four (4) cards per Family, and subject to payment of any applicable fees.

Non-Transferrable. Access Cards are the property of the District and are non-transferable except in accordance with the District's rules and policies.

Lost or Stolen Cards. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

FACILITY RENTAL POLICIES

The following policies apply to the rental of the Amenities:

- 1. Patrons Only. Unless otherwise directed by the District, only Patrons may reserve the portions of the Amenities for parties and events. Rental reservations may not be made more than four (4) months prior to the event. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. Please note all policies remain in force during these events, and the District has final say in these matters. Patrons renting the Amenities available for rental are responsible for ensuring that their attendees adhere to the District's policies.
- 2. **Amenities Available for Rental:** The following Amenities are available for rental: clubhouse, outdoor covered patio area, and multi-purpose field.
- 3. Rental Application and Rental Agreement. Patrons must submit a completed Rental Application, a copy of which is attached hereto as Attachment C, no later than fourteen (14) days prior to the requested event indicating the date of the event, the hours when the event will be held, a description of the event, the number of attendees that will be attending, and whether alcohol and/or food will be served. The Amenity Manager will review the Rental Application on a case-bycase basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the Board for consideration. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District and all documentation required therein must be received by the Amenity Manager

no less than ten (10) days prior to the date of event. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

- 4. **Payment & Registration.** At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to District must be delivered to the Amenity Manager along with completed paperwork and insurances, if necessary.
- 5. **Rates and Deposits.** The rental rates and deposits for use of the Amenities are as set forth in the District's rules. To receive the full refund of the deposit within ten (10) days after the event, the renter must:
 - i. Remove all garbage, place in dumpster and replace garbage liners;
 - ii. Take down all decorations or event displays; and
 - iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

- 6. *Computation of Rental Time.* The rental time period is inclusive of set-up and clean-up time.
- 7. **Duration of Events.** Unless otherwise authorized by the District, each rental shall be for a minimum of two (2) hours but no more than four (4) hours, and no afterhours events shall extend past midnight. If the event lasts longer than four (4) hours, the deposit is forfeited.
- 8. **Available Hours.** The Amenities available for rental may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after hours and until midnight. All parties and events, including clean-up, at the clubhouse must conclude by midnight.
- 9. *Capacity.* The clubhouse capacity limit shall not be exceeded at any time for a party or event.
- 10. **Noise.** The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
- 11. *Insurance*. Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District and its supervisors, staff, and consultants/contractors are to be named on these policies as an additional insured party.
- 12. **Cancellation.** If the renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than thirty (30) days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 30 days prior to the event, 100% of the security deposit and 0% of the rental fee will be returned.

COMMUNITY PROGRAMMING

Resources. The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs, and may add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can easily find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager:

Solterra Resort 5200 Solterra Blvd, Davenport FL 863-547-9839

Patrons and Guests Only. Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

Registration. Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, interest parties must register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created.

Programs and Activities. All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Manager or as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the Amenity Manager. No outside (i.e., third party) instructors are allowed.

Cancellation by the District. The Amenity Manager will notify Patrons if there is a need to change or cancel a program. If a program is cancelled by the District, Patrons will be issued a refund or credit on their account.

Refunds. Program refunds and credit may be granted on a case-by-case basis. Refunds and credits after the program registration deadline, "no shows", or after a program begins may not be approved.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the Amenity Manager at 877-221-6919, and to the office of the District Manager at 321-263-0132.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The clubhouse will be open year-round. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:

- 1. Registration and Access Cards. Patrons and their Guests have the right to use the Amenities as set forth herein. In order to use the Amenities, each Patron, including all of Patron's Family, and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as Attachment A, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as Attachment B. Patrons are responsible for their actions and those of their Guests. All Patrons must sign-in and have their assigned access card or key pad code upon entering the clubhouse. Cards and codes are only to be used by the Patron to whom they are issued.
- 2. Guests. Guests must be accompanied by a Patron while using the Amenities.
- 3. *Minors.* Adult Patrons are responsible for all minor Patrons from their household or visiting the Amenities as Guests of the Patron. Except as otherwise stated herein, children under sixteen (16) years of age must be accompanied by an adult aged eighteen (18) or older.
- 4. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors, with the exception of the locker room areas.
- 5. **Food and Drink.** Food and drink will be limited to designated areas only and purchased from the Café.
- 6. **Alcohol.** Alcoholic beverages shall be served from the Café ONLY, except at preapproved special events. For rentals and planned events, Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that

- appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.
- 7. **No Smoking.** Smoking, including the use of e-cigarettes, is not permitted in any building, or enclosed or fenced area, including but not limited to the clubhouse, fitness center, swimming pool or swimming pool deck area, tennis courts, or playground. All waste must be disposed of in the appropriate receptacles.
- 8. **Pets.** With the exception of service animals, pets are not permitted, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
- 9. Vehicles. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATVs), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
- 10. *Skateboards, Etc.* Bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
- 11. *Fireworks.* Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
- 12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
- 13. *Courtesy.* Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
- 14. *Profanity*. Loud, profane or abusive language is prohibited.
- 15. *Horseplay.* Disorderly conduct and horseplay are prohibited.
- 16. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
- 17. *Littering.* Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- 18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
- 19. *Firearms.* Firearms or any other weapons are not permitted in any of the Amenities.
- 20. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- 21. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.

- 22. *Surveillance.* Various areas of all Amenities are under twenty-four (24) hour video surveillance.
- 23. *Grills.* Grills are not permitted on public areas, except if approved for use during approved events.
- 24. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.
- 25. *Cellular Phones.* To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and guests are asked to keep their ringers turned off or on vibrate while in the clubhouse.
- 26. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

FITNESS CENTER

The following policies apply to the District's fitness center:

- Exercise at Your Own Risk. The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
- 2. **Usage Restrictions.** Patrons and Guests ages 16 and older may use the fitness center. Patrons and Guests between the ages of 13 15 must be accompanied by a parent/guardian at all times to use the fitness room. Patrons ages 12 and under may not use the fitness room.
- 3. **Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
- 4. **Courtesy.** If a Patron or Guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
- 5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers (no glass).
- 6. **Noise.** Personal music devices are permitted only if used with headphones and played at a volume that does not disturb others.
- 7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- 8. Hand Chalk. Hand chalk is not permitted.

9. **Personal Training.** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.

POOL, POOL SLIDE & SPA AREA

The following policies apply to the District's pool, pool slide, and spa areas:

- 1. **Swim at Your Own Risk.** The pool areas are not supervised during operating hours. There is no lifeguard on duty.
- 2. **Operating Hours.** Swimming is permitted only during posted swimming hours. The pool is open from dawn until dusk only. The pool slide areas are open from noon to dusk only. No one is permitted in the pool or pool slide areas at any other time.
- 3. **Supervision of Children.** Children ages 12 years and younger must be accompanied by an adult at least 18 years of age at all times for usage of the pool.
- 4. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck.
- 5. Food and Drink. Food and drink will be limited to designated areas only and purchased from the Café. Outside alcoholic beverages and food are not permitted, except for pre-approved special events and reservation events. Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms at any time.
- 6. *Horseplay.* No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- 7. **Diving.** Diving is strictly prohibited at the pool.
- 8. **Noise.** Except at pre-approved events, radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- 9. Aquatic Toys and Recreational Equipment. Aquatic toys and equipment are not permitted in the pool and pool slide. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, snorkels, dive sticks, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- 10. *Entrances*. Pool entrances must be kept clear at all times.
- 11. *Railings.* No swinging on ladders, fences, or railings is allowed.
- 12. *Pool Furniture.* Pool furniture is not to be removed from the pool area and must returned after use.
- 13. *Chemicals.* Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.

- 14. **Pets.** Pets, with the exception of service animals, are not permitted on the pool deck area inside the pool gates at any time.
- 15. *Attire*. Appropriate swimming attire (swimsuits) must be worn at all times.
- 16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person with or suspected of having a communicable disease which could be transmitted through the use of the pool should use the pool.
- 17. **Swim Diapers.** Parents or legal guardians should take their children to the restroom before entering the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
- 18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- 19. *Reservation of Tables or Chairs.* Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- 20. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
- 21. Weather. The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
- 22. Pool/Water Slide. Be advised that the water slide is an adventure activity and may expose the rider to possible physical injury. In deciding to participate the rider assumes full responsibility of any injury sustained. Patrons must be at least 36 inches tall and be able to swim the width of the pool in order to exit the catch pool area to use the slide. Patrons are not allowed to wear flotation devices to ride the slide; they must be able to exit the slide flume and swim to the exit by themselves. No metal objects, locker keys, jewelry, metal straps, watches, goggles, sunglasses, or eyeglasses permitted on the slide as they may cause injury. Cutting ahead of others in line and rowdy play are prohibited and may result in dismissal from the pool area. No chain riding permitted; only one rider at a time. Enter and exit the flume feet first; standing, stopping, or sliding down head first is prohibited. Hands must be kept inside the flume at all times. No diving from the end of the flume. All riders must cross feet and arms when riding down the slide and enter the catch pool area feet first. Exit the catch pool immediately; individuals must exit the catch pool area before the next rider can be sent. Elderly persons and persons with medical conditions should consult their physician before using the water slide. Pregnant women will not be permitted on the water slide. Parents/guardians of

- children under the age of 18 are strongly encouraged to observe the activity prior to deciding whether to allow their child to participate. Parents and guardians must abide by all children's policies
- 23. **Swim Instruction.** Swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
- 24. *Capacity*. Pursuant to the Florida Department of Health's operating permit for the District's swimming pool, the maximum bathing load for the pool is __ individuals ("Capacity Limits"). The Amenity Manager will post the Capacity Limits at the pool and will periodically monitor the area. In the event the Capacity Limits are exceeded, the Amenity Manager shall request that Patrons leave the pool area until the Capacity Limits are met.

LAZY RIVER

All pool rules identified above are applicable to the Lazy River. Additionally, the following policies apply to the Lazy River:

- Swim at Your Own Risk. The lazy river areas are not supervised during operating hours.
- Operating Hours. The lazy river areas are open from 11 a.m. to dusk only. No one
 is permitted in the lazy river at any other time unless a specific event is preapproved.
- 3. **Supervision of Children.** Children ages 12 years and younger must be accompanied by an adult at least 18 years of age at all times for usage of the lazy river.
- 4. **Approved Tubes.** [ARE ALL TUBES ALLOWED, OR ONLY THOSE PROVIDED?] Tubes may not be stacked while in the water. [IF PROVIDING TUBES Tubes must be neatly returned to the proper storage area after use.]
- 5. *Flow.* Riders must follow the flow of the current. No jumping, pushing, running or other horseplay is allowed in the lazy river.
- 6. **Capacity**. Pursuant to the Florida Department of Health's operating permit for the District's swimming pool, the maximum bathing load for the lazy river is ___ individuals ("Capacity Limits"). The Amenity Manager will post the Capacity Limits at the lazy river and will periodically monitor the area. In the event the Capacity Limits are exceeded, the Amenity Manager shall request that Patrons leave the lazy river area until the Capacity Limits are met.

TENNIS COURTS

The following policies apply to the tennis courts:

1. *First Come Basis.* Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting, tennis court use should be limited to 1 hour.

- 2. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
- 3. *Use.* Tennis courts are for tennis only.
- 4. *Pets.* Pets, with the exception of service animals, are not permitted on the tennis courts at any time.
- 5. **Food and Drinks.** Food and gum are not permitted on the tennis courts. Drinks must be in a non-breakable spill-proof container.
- 6. *Glass Containers.* No glass containers or breakable objects of any kind are permitted on the tennis courts.
- 7. **Operating Hours.** The tennis courts are open from dawn to dusk only. No one is permitted on the tennis courts at any other time unless a specific event is preapproved and scheduled.
- 8. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards or similar uses are permitted on the tennis courts.
- 9. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
- 10. **Equipment.** Patrons are responsible for bringing their own equipment.
- 11. *Tennis Instruction*. Except as expressly authorized by the District, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.
- 12. **Noise.** The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

MULTI-PURPOSE FIELD

Our community offers a multi-purpose field. The following policies apply:

- 1. *First Come Basis.* The field is available for use by Patrons and Guests only on a first come first serve basis.
- 2. **Vehicles.** No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
- 3. *Chalking.* Chalking or marking the field must be approved in advance and proper marking materials must be used.
- 4. *Glass Containers.* No glass containers or breakable objects of any kind are permitted on the field.
- 5. **Pets.** Pets must be kept on leash, and Patrons and Guests must pick up and dispose of pet waste in appropriate receptacles.
- 6. **Equipment.** Patrons are responsible for bringing their own equipment.
- 7. **Golfing.** Golfing is not permitted on the field.
- 8. **Sports Instruction.** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

 Noise. The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS

The following policies apply to the event lawn, patio, and other outdoor areas:

- 1. *First Come Basis.* The pool side cabanas are available for use by Patrons and Guests by reservation only. The event lawn and patio areas may only be reserved for a program or event approved by the District.
- 2. *Vehicles.* No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
- 3. **Skateboards, Etc.** Bikes, rollerblades, skateboards and equipment with wheels are prohibited.
- **4. Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
- 5. *Pets.* Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
- 6. **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come first serve basis.
- 7. **Noise.** Amplified sound systems and DJs are prohibited unless it is pre-approved by the District for an approved program, event or rental. The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
- 8. *Clean-Up.* Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating, but may be used by Patrons and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch, so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.

- 2. Children under the age of sixteen must be accompanied by adults when fishing.
- 3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish walk or ride bicycles to the ponds.
- 4. Do not leave personal property, including but not limited to fishing poles, lines, equipment or bait, unattended.
- 5. Do not leave any litter. Fishing line is hazardous to wildlife.
- 6. Do not feed the wildlife anything, ever.
- 7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
- 8. Swimming is prohibited in all ponds on District property.
- 9. No watercrafts of any kind are allowed in any of the ponds on District property.
- 10. Licensing requirements from other governmental agencies may apply. Patrons and Guests are responsible for verifying the applicable laws, statutes, rules, and regulations.

PLAYGROUND AND TOT LOTS

The community provides playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

- 1. Patrons and Guests may use the playgrounds at their own risk.
- 2. Adult supervision (eighteen years and older) is required for children under the age of twelve. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
- 3. Proper footwear is required and no loose clothing, especially with strings, should be worn.
- 4. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- 5. No food, drinks, or gum are permitted at the playground.
- 6. No pets of any kind are permitted at the playground.
- 7. No glass containers are permitted at the playground.
- 8. No jumping off from any climbing bar or platform.
- 9. Profanity, rough-housing, and disruptive behavior are prohibited.
- 10. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

ATTACHMENT A: Registration Form

ATTACHMENT B: Consent and Waiver Agreement

ATTACHMENT C: Rental Application

ATTACHMENT A Registration Form

A specific registration form will be provided for each event

ATTACHMENT B Consent and Waiver Agreement

Solterra Resort Community Development District Consent and Waiver Agreement

Thank you for using the Solterra Resort Community Development District's ("District") Amenities and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement ("Agreement"). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District's Amenities, which feature among other things a clubhouse, fitness center, swimming pool, tennis courts, playground, multi-purpose field, and walking trails and to participation in any of the District's many community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District's amenities rules and policies, as may be amended from time to time. For purposes of this Agreement, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

In consideration for Participant being allowed to participate in some or all of the Activities, I, as the participant identified below ("Participant"), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant ("Participant's Guardian"), agree as follows.

Acknowledgement of Participation

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant's Guardian authorizes the Participant to voluntarily participate in one or more Activities.

Acknowledgement of Health

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant's sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either

had a physical examination and been given a physician's approval to participate in the activities, or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the activities.

Role of the District

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

Assumption of Risk

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant's physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

Waiver and Indemnification

As stated in the District's policies, any Patron, Guest, or other person who participates in the Activities, including the Participant, shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, including Participant, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, including Participant, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or

other person, including Participant, shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

Sovereign Immunity

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes* or other statute or law.

Emergency Transportation and Care

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District is not responsible for providing any such treatment or transportation, and the "Waiver and Release of Liability" provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

Rules and Policies

Participant agrees to read and comply with the written rules and policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

Insurance Coverage

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.

Binding Effect

This Agreement is binding on the Participant, and the Participant's spouse, minor children, heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant's parents and/or legal guardians, including Participant's Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant's Guardian, in their own rights and capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

Miscellaneous Provisions

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Polk County, Florida.

[CONTINUED ON FOLLOWING PAGE]

I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF, MY SPOUSE, MY MINOR CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH HEREIN AND TO THE GREATEST EXTENT ALLOWED BY LAW. IF PARTICIPANT IS A MINOR CHILD, I FURTHER CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.

Participant Name:		
Participant Signature:		
Date:	(if Participant is 18 years of age or older)	
Date		
Parent/Guardian Name:		_
-	(if Participant is a minor child)	
Parent/Guardian Signature:	(if Participant is a minor child)	
Date:	(if Participant is a minor child)	
Address:		
Phone Number (home/cell): _		
Phone Number (alternate):		
· /		
	ne):	
Emergency Contact Phone Nu	mber:	

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

ATTACHMENT C Rental Application

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT PATRON – AMENITIES RENTAL APPLICATION

Today's Dat	te:/	Event D	Pate://
Amenity Re	equested for Rental (chec	k box):	
☐ Clu	bhouse		
□ Out	tdoor covered patio area		
□ Mu	lti-purpose field		
	ent:		
Maximum I	Number of People Attend	ding:	
Patron Nan	ne:		
Patron Add	ress:		
Patron Pho	ne Number:		
	ail Address:		
**RESPO	NSIBILITY FOR THE RENT	TAL AND ALL DAMAGES ARE TH	HE LIABILITY OF THE
		PATRON**	
		IUST BE WRITTEN TO: SOLTERF	
**ALL NSF	& CHECKS RETURNED FO	OR ANY REASON WILL RESULT	IN ADDITIONAL FEES
	<u>PER</u>	RETURNED CHECK**	
FOR OFFICE	USE ONLY:		
Deposit:		Amount:	
•	Employee:		
	. ,		
Rental:	Check #	Amount:	
	Employee:		
	• • ————		
Driver's Lice	ense Number:		STATE:
Were there	e damages / rental issues	? YES: NO:	
If yes, desci	ribe issues:		
المام المالية	dowoo!+ abook wof	weeted. / /	
Request by		uested:/	
ricquest by	•		

PART 3: Amenities Disciplinary Rule

Law Implemented: ss.	190.011, Fla. St	at. (2013)
Effective Date:		

In accordance with Chapters 190 and 120 of the Florida Statutes, and on
, 2022, at a duly noticed public meeting and after a duly noticed public
hearing, the Board of Supervisors of the Harbor Bay Community Development District
adopted the following rules to govern disciplinary matters at the District's amenities.

- 1. **Introduction.** This rule addresses disciplinary measures governing the use of the amenities owned and managed by the Solterra Resort Community Development District.
- 2. **General Rule.** All persons using the District's amenities are responsible for compliance with, and shall comply with, the rules and policies established for the safe operations of the District's amenities.
- 3. **Suspension of Rights.** The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the amenities privileges of any person to use the amenities for any of the following behavior:
 - a. Submits false information on any application for use of the amenities;
 - b. Permits the unauthorized use of an amenity pass;
 - c. Exhibits unsatisfactory behavior, deportment or appearance;
 - d. Fails to pay amounts owed to the District in a proper and timely manner;
 - e. Fails to abide by any District rules or policies, including but not limited to any policies governing the use of the pool;
 - f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
 - g. Damages or destroys District property; or
 - h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.
- 4. Authority of Amenities Manager. The Amenities Manager or their designee has the ability to remove any person from one or all amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the amenities for a period not to exceed seven days.

- **5. Authority of District Manager.** The District Manager may at any time restrict, suspend, or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District amenities for any period of time. Any such person shall have the right to appeal the imposition of the restriction, suspension, or termination before the Board of Supervisors.
- **6. Enforcement of Penalties/Fines.** For any of the reasons set forth above, the District shall additionally have the right to impose a fine up to the amount of \$1,000 in addition to any amounts for damages and collect such fine, damages, and attorneys' fees as a contractual lien or as otherwise provided pursuant to Florida law.
- **7. Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted above, such person may additionally be subject to legal enforcement or other legal action, civil or criminal in nature.
- **8. Severability.** If any section, paragraph, clause, or provision of this rule shall be held to be invalid or ineffective for any reasons, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause, or provision.

Part 4: Operation Plan

1. Vendor List (updated lists maintained at clubhouse and/or with District Manager)

Facility	Service	Frequency	Contact	Start and End Date
Pool				
Landscape				
Streetlights				
Club Room				
Fitness room				
area				
Clubhouse				
building				
Cabanas pool				
side				

2. List of Active Warranties (updated lists maintained at clubhouse and/or with District Manager)

Item Number	Manufacturer	Warranty Status	Maintenance Schedule	Maintenance Vendor

3. Hours of Operations

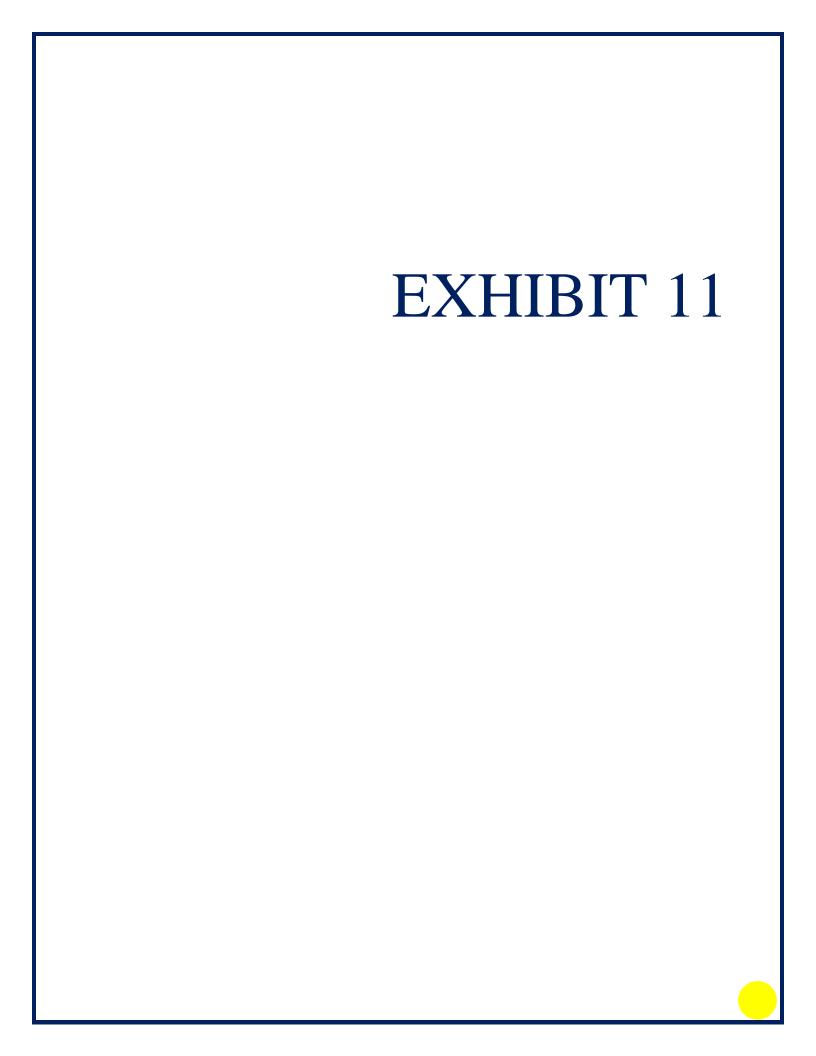
Facility	Open	Closed
Club Room	<u>9 am</u>	<u>7pm</u>
Fitness Center	<u>5 am</u>	<u>11pm</u>
Pool	<u>9 am</u>	dusk
Pool Slide/Lazy River	<u>11am</u>	dusk

4. Routine Cleaning Procedures (updated lists maintained at clubhouse and/or with District Manager)

Facility	Vendor	Service	Frequency

5. Cleaning Record Form

Maintained with the in the clubhouse and or District Manager



RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED AMENITY CENTER RULES AND RATES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Solterra Resort Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida; and

WHEREAS, the Districts' Amenity Facilities have been constructed in accordance with the District's purpose and improvement plan; and

WHEREAS, Chapters 190 and 120, Florida Statutes, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors ("**Board**"), after providing notice pursuant to Florida law and holding a public hearing thereon, previously adopted Amenity Policies governing the use of the Amenity Facilities and establishing certain rates and fees relating to the use thereof; and

WHEREAS, after providing notice pursuant to Florida law, and after holding a public hearing thereon, the Board finds that it is in the best interests of the District to adopt revised rules and rates, attached hereto as Exhibit A and incorporated herein by this reference ("Revised Amenities Rules & Policies"), for immediate use and application; and

WHEREAS, the Board finds that the imposition of user fees and related charges in accordance with Exhibit A for utilization of the recreation facilities and services is necessary in order to provide for the expenses associated with the operation and maintenance of the recreation facilities and is in the best interest of the District; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Revised Amenities Rules & Policies contained in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The above stated recitals are true and correct and are hereby incorporated herein by reference.

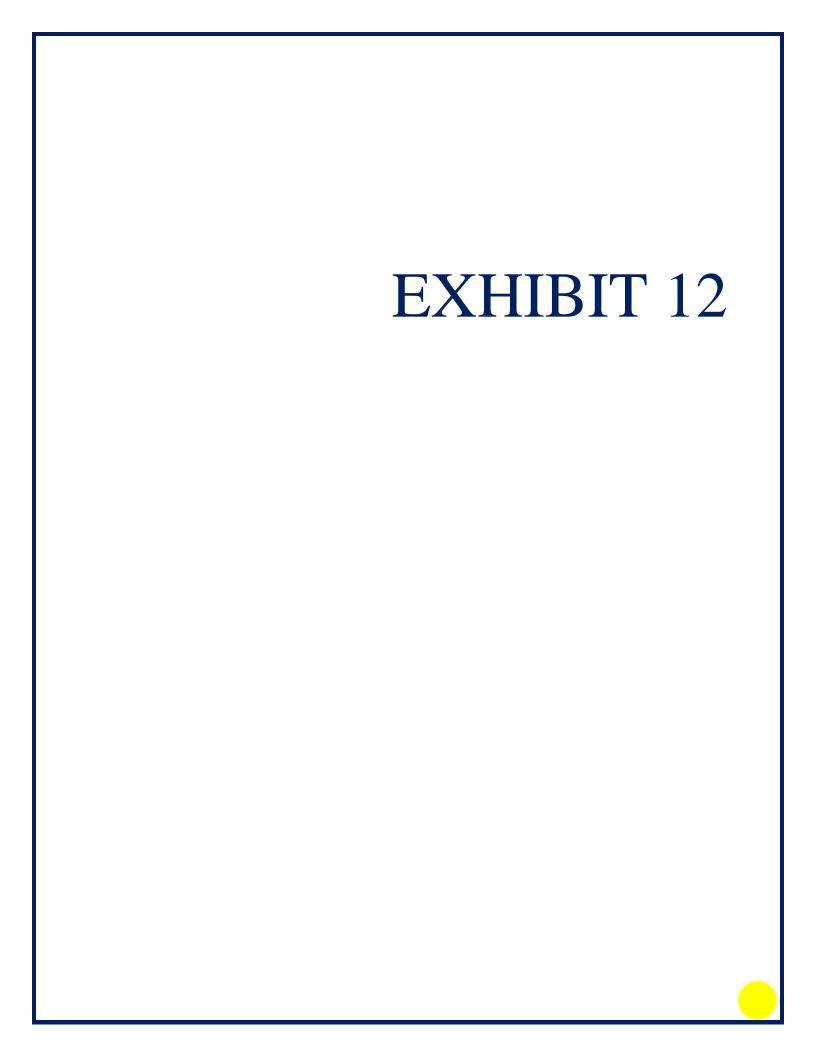
SECTION 2. The attached Revised Amenities Rules & Policies are hereby adopted pursuant to this resolution as necessary for the efficient use and operation of the District's Amenity Facilities. These Revised Amenities Rules & Policies shall stay in full force and effect until such time as the Board of Supervisors may amend these Revised Amenities Rules & Policies. The Board of Supervisors reserves the right to approve such amendments by motion.

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

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 27th day of October, 2022.

ATTEST:	SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
Secretary	Chairperson, Board of Supervisors
Exhibit A:	Revised Amenities Rules & Policies





5196 Le Tourneau Circle, Tampa, FL 33610 Office 813-874-3600

Date 8/24/2022

Quote

Phone

Terms Net 30

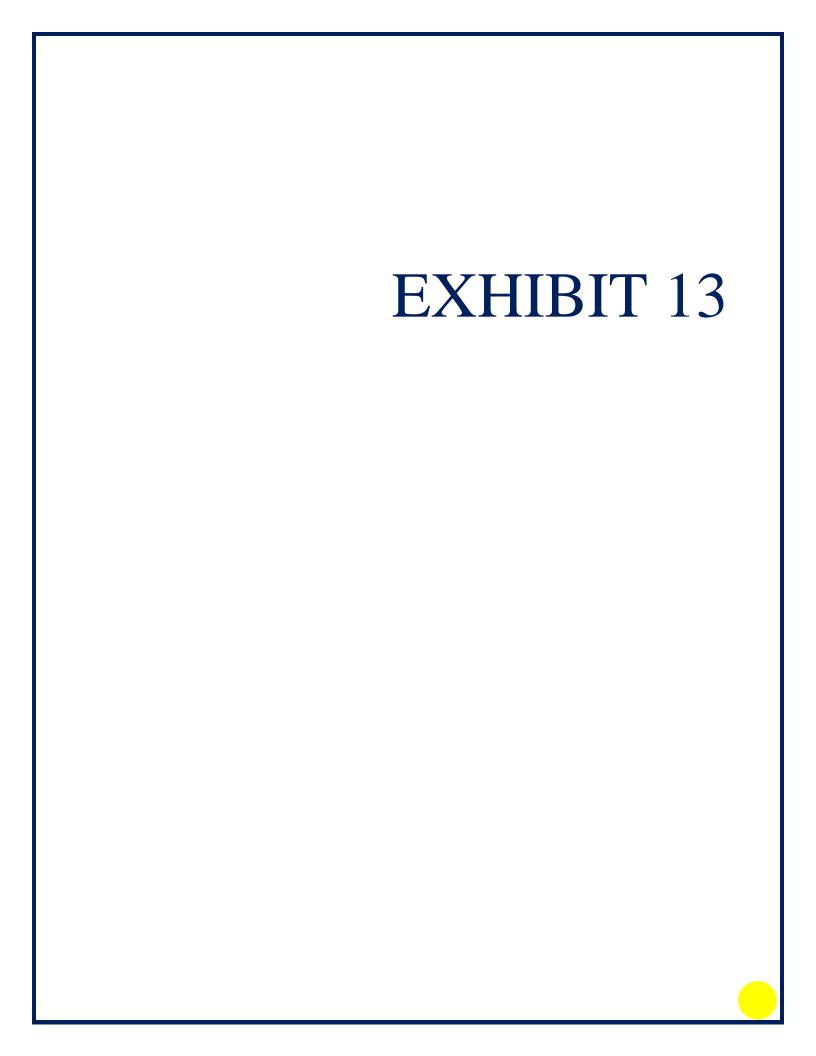
Solterra Resort CDD c/o DPFG 250 International Parkway Suite 208 Lake Mary, FL 32746

Project: Solterra Amenity Center Sidewalks

Description	Qty	U/M	Rate	Total
Roadway Concepts to grind concrete pad (both sides as needed).	11	ea	89.00	979.00
Finished product less than 1/8th inch offset.				
Mobilization	1	ea	150.00	150.00

	Cell Phone	Web Site
Lindsay@roadwayconcepts.com	813-412-5151	www.RoadwayConcepts.com

Subtotal	\$1,129.00
Sales Tax (0.0%)	\$0.00
Total	\$1,129.00





Solterra Resort Community Development District Attention Candice Smith Chairperson-Solterra Resort CDD

DPFG Management & Consulting, LLC 250 International Parkway, Ste. 208 Lake Mary, Florida 32746

Re: Solterra Resort Community Development District – Updated Fee Schedule for District Management Services

September 7, 2022

Dear Madam Chair:

On behalf of DPFG Management and Consulting., it is our pleasure to submit the following Updated Fee Schedule for **District Management**, **Dissemination Agent**, **Assessment Methodology Consultant Services** to Solterra Resort Community Development District.

As previously announced, DPFG became a part of Vesta Property Services in September of 2020. This acquisition allows for enhanced Field Services to be offered by Vesta, as well it provides our clients options for additional services provided by our Amenity Division.

DPFG will continue to provide limited Field Services to the District and will be preparing a separate proposal from the District Management Services we provide the District. If in the future, there is a demand for expanded Amenity/Field Services for the District, Vesta Property Services can prepare the proposal and assist in developing the scope of work for Amenity and Field Services. At that appropriate time, DPFG's agreement with the District can be dissolved with no disruption to District Management Services.

Thank you for your consideration of our updated fee schedule. We very much look forward to the opportunity in continuing to serve the community and working with the District's Board of Supervisors, and District Staff. Should you have any questions or require additional information, please feel free to contact me directly at (904) 386-0186 or hmac@vestapropertyservices.com.

Most respectfully,

Howard McGaffney

Vice President

DPFG Management and Consulting, LLC.

A Vesta Property Services Company.



SCHEDULE OF FEES FOR DISTRICT MANAGEMENT SERVICES

DPFG Management and Consulting, proposes the following fee structure for District Management, Dissemination Agent, Administration, Recording, Financial Accounting for General Fund, Debt Service Fund and a Reserve Fund, and the Assessment Roll Services provided to the Solterra Resort Community Development District (the "District"):

SERVICES	PROPOSED FEES
District Management	\$43,760 annually
Dissemination Agent	\$4,800 annually
Assessment Administration	Included
Accounting	Included
Administration Services	Included
TOTAL DISTRICT MANAGEMENT	\$48,560 annually

District Management Services Include:

- Payments will be made in 12 equal monthly installments beginning October 1, 2022, through September 30, 2023
- Annual CPI adjustment will be presented to the Board and approved through the annual budget approval process by the Board.
- Up to 12 meetings per year, 4 hours in length.

Assessment Administration Services Include:

- Assessment Roll Preparation and Re-amortization schedule, preparing of the assessment roll and the timely submittal of the roll to the tax collector. Certification, direct billing, and funding request processing,
- Estoppel letters, bond payoff information and other collection related work shall be provided to property owner and realtors. Estoppels will be billed at state approved levels.

Accounting Services Include:

• Monthly accounts payable, construction accounting, monthly production of Unaudited Financial Statements, Filing the Annual Financial Report, Filing the Annual Independent Audit, and other usual and customary accounting services required of CDD's

Administrative Services Include:

- Agenda Preparation, record keeping, filing of records/reports with local/state agencies including the Florida Commission on Ethics, administrator over the website contractor, providing administrative support services to the District Manager.
- Tablets/electronic device for Supervisors use at meetings.

Dissemination Agent Services include:

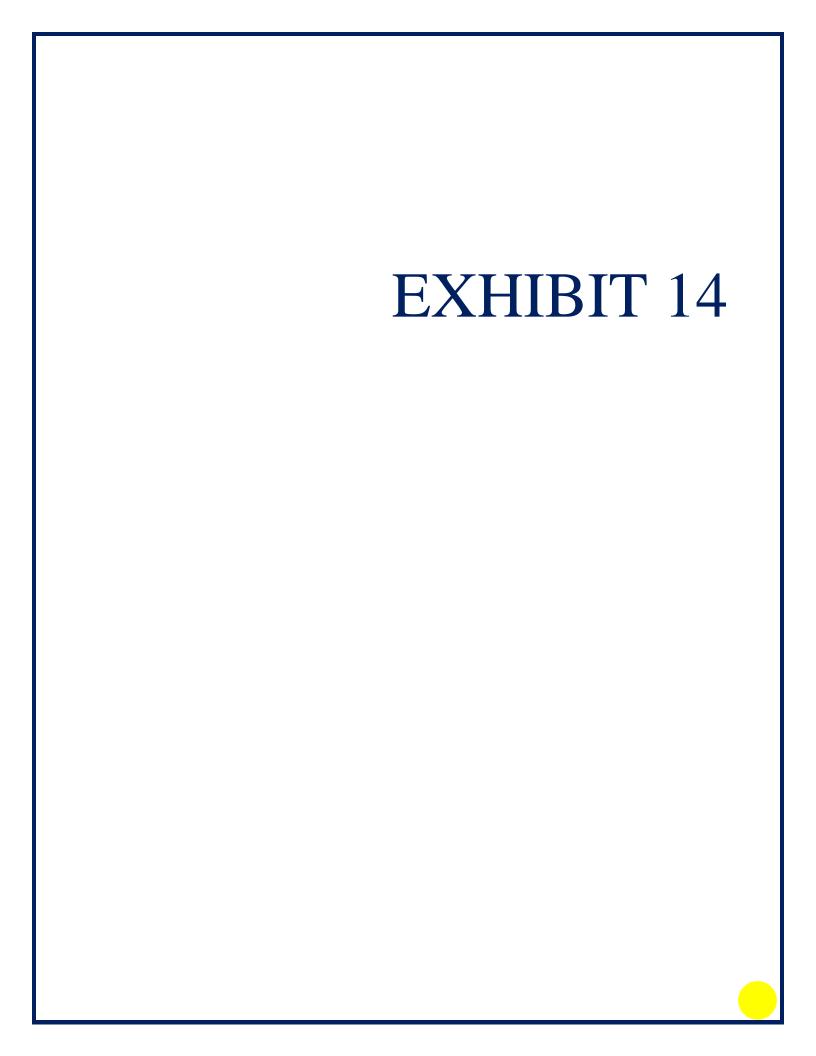
- Payment made annually in the month of October each year.
- Providing the ongoing disclosure requirements and duties listed in the agreements of all series of Bonds issued by the District, facilitating the District's compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5).

District Management Services outlined above can be terminated with 60 days written notice by either party.



Schedule of Additional Fees

- 1. Additional District Meetings: The District Management fees proposed are based upon the District holding up to 12 regular meetings each year that each last up to 4 hours in length.
 - **a.** \$175/hour: An additional \$175/hour fee will be billed to the District, for each hour past the initial 4-hour meeting timeframe included in this proposal.
 - **b.** \$800 per meeting: Additional meetings or workshops outside of the aforementioned amount will be billed to the District at a total fee of \$800/per meeting.
- 2. Postage and freight are not included in this proposal and will be billed upon actual costs incurred.
- **3. Debt Service Fund Accounting & Assessment Collection Services:** If the District issues additional debt after September 30th, 2022, the proposed fee for these services would be \$2,500 annually per additional series of notes or bond issuances.
- 4. Assessment Methodology Consultant Services (Special Methodology Reports):
 - **a.** Additional Bond Issuance Fee: \$15,000 per additional bond issuance.
 - **b.** Refinance Fee: \$15,000 per bond refinance
 - 5. Long Term Capital Planning:
 - **a.** Long Term Capital Planning: \$15,000 (onetime fee)
 - **b.** This fee includes the costs associated with DPFG providing all the Capital Planning, Funding, and Infrastructure Reinvestment Budgeting, producing a long term (10 year) financial outlook model to help the District/ Board to plan for future costs and identify future assessment values for Operations and Maintenance as well as Infrastructure/Capital Items. Note: Does not include a Reserve Study.
- **6. Additional Services**: Should Vesta Property Services, Inc. be requested to provide additional services on behalf of the District not covered in this proposal, fees for such services shall negotiated in accordance with the terms mutually agreed upon by the District and Vesta Property Services, Inc.





Solterra Resort Community Development District Attention Candice Smith Chairperson-Solterra Resort CDD

DPFG Management & Consulting, LLC 250 International Parkway, Ste. 208 Lake Mary, Florida 32746

Re: Solterra Resort Community Development District – Updated Fee Schedule for District

Management Services

September 7, 2022

Dear Madam Chair:

On behalf of DPFG Management and Consulting., it is our pleasure to submit the following Updated Fee Schedule for **Field Services** to Solterra Resort Community Development District.

DPFG Management & Consulting, offers to continue providing Field Services to the District, limited to scope of services covered in the table accompanying this letter, under the Schedule of Fees for Field Services. As demand for expanded Amenity/Field Services for the District is needed, Vesta Property Services can prepare the proposal and assist in developing the scope of work for Amenity and Field Services. At that appropriate time, DPFG's agreement with the District can be dissolved with no disruption to District Management Services with only a 30-day written notice.

Thank you for your consideration of our updated fee schedule. We very much look forward to the opportunity in continuing to serve the community and working with the District's Board of Supervisors, and District Staff. Should you have any questions or require additional information, please feel free to contact me directly at (904) 386-0186 or hmac@vestapropertyservices.com.

Most respectfully,

Howard McGaffney

Vice President

DPFG Management and Consulting, LLC.

A Vesta Property Services Company.

SCHEDULE OF FEES FOR DISTRICT MANAGEMENT SERVICES

DPFG Management and Consulting, proposes the following fee structure for District Management, Dissemination Agent, Administration, Recording, Financial Accounting for General Fund, Debt Service Fund and a Reserve Fund, and the Assessment Roll Services provided to the Solterra Resort Community Development District (the "District"):

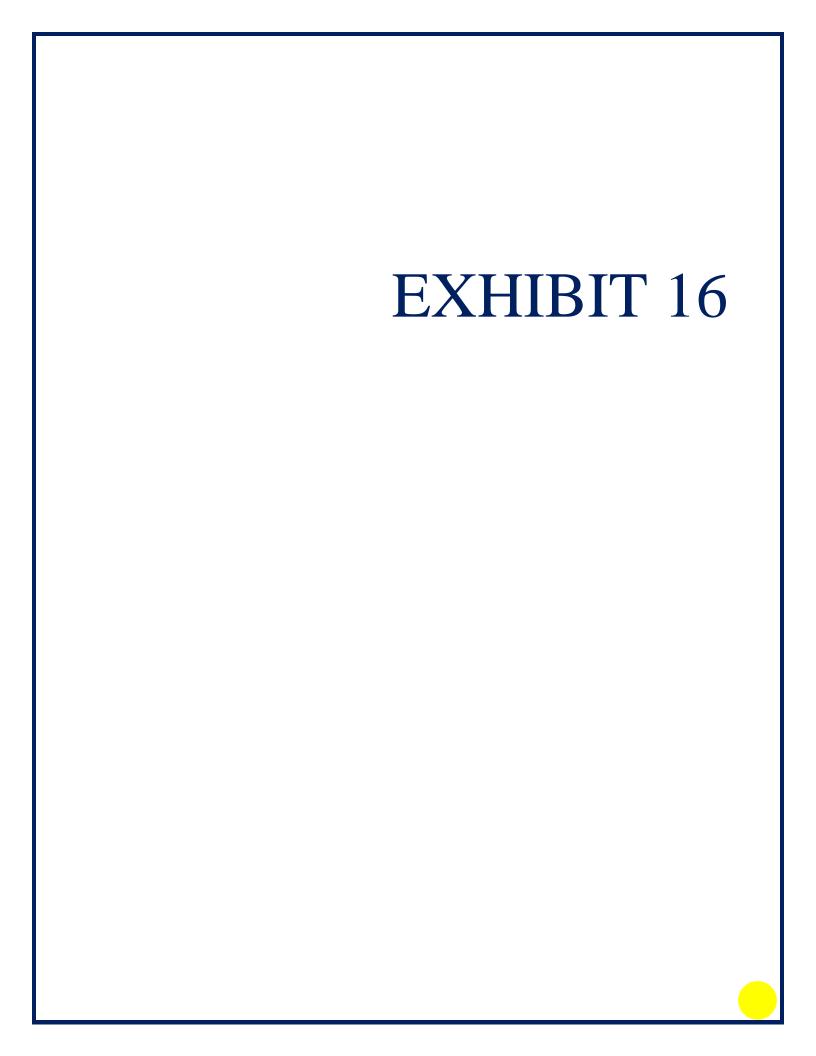
SERVICES	PROPOSED FEES
Field Services	\$10,000 annually

Monthly Field Services Include:

- Payable in 12 equal monthly installments
- Oversight of vendors, submitting a written monthly Field Services Report, to be included in the agenda.
- Conduct 2 site visits per month for the purpose of inspecting landscape and pond maintenance in accordance with District's agreements and meeting with District vendors and contractors.
- Execute the direction from Board Meetings related to Field Services, including soliciting proposals, and coordinating field services work.

EXHIBIT 15

Security Information Distributed Under Separate Cover



RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT RECOGNIZING A CONTRIBUTION TO OFF-SET ASSESSMENTS; PROVIDING ADDITIONAL AUTHORIZATION; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Solterra Resort Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including water and sewer, roadways, water management and utilities; and

WHEREAS, the District previously issued its \$9,420,000 Special Assessment Bonds, Series 2018 ("2018 Bonds") in order to finance the District's "2018 Project"; and

WHEREAS, also in connection with the issuance of the 2018 Bonds, and pursuant to Resolutions 2018-11 and 2018-13, the District levied non-ad valorem special assessments ("Debt Assessments") to secure the repayment of the 2018 Bonds; and

WHEREAS, the Second Supplemental Assessment Methodology Report, dated September 20, 2018, which was adopted by Resolution 2018-13, and attached hereto as Exhibit A, recognizes a contribution obligation ("Contribution Obligation") from AK Oakmont LLC ("Developer") in the sections titled "Enhanced Benefit to 2018 Assessed Lots / Developer Contributions" (identifying a Contribution of \$432,000) and "Target Levels for 2018 Assessments / Developer Contribution" (identifying a Contribution Obligation of \$253,992); and

WHEREAS, pursuant to Resolution 2020- 02, adopted by the Board of Supervisors of the District ("Board") on April 23, 2020, the District previously recognized a contribution in the amount of \$366,617.19 towards the Contribution Obligation ("Prior Contribution 1") and pursuant to Resolution 2020-09, adopted by the Board on June 25, 2020, the District previously recognized a contribution in the amount of \$265,951.05 towards the Contribution Obligation ("Prior Contribution 2," together with Prior Contribution 1, "Prior Contributions"); and

WHEREAS, after the Prior Contributions, the remaining Contribution Obligation was \$53,423.76; and

WHEREAS, it was subsequently discovered that while Requisition #2018-17 was originally documented as \$38,597.05, it was actually paid to Developer in the amount of \$40,133.50, which was the remaining balance of the account due to interests accrued in the 2018 Construction and Acquisition Fund; and

WHEREAS, due to the overpayment to Developer the remaining amount required to satisfy the Contribution Obligation has been adjusted to include an additional \$1,536.45 for a total of \$54,960.21 ("Remaining Contribution Obligation"); and

WHEREAS, on or around September 2018, the District acquired certain public infrastructure improvements for the 2018 Project, as defined in Resolutions 2018-11 and 2018-13, and specifically acquired the Amenity Expansion Improvements, as further detailed in Exhibit B attached hereto; and

WHEREAS, the total costs of the Amenity Expansion Improvements totaled \$1,600,736.67 but the District only paid \$1,426,000 to the Developer in Requisition #2018-01 (attached hereto as Exhibit C), leaving \$174,736.67 unpaid to Developer ("Unpaid Amount"); and

WHEREAS, the Developer requests that the District recognize the Unpaid Amount towards the Contribution Obligation of \$54,960.21 ("Current Contribution").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT:

- **SECTION 1.** Contribution Recognized. The District acknowledges and declares that the Developer has contributed infrastructure and/or monies for the Current Contribution in the amount of \$54,960.21. As of this Resolution, the Contribution Obligation has been satisfied and no further contributions are owed to the District.
- **SECTION 2.** Additional Authorization. District Staff is authorized to take whatever additional actions may be necessary to fulfill the intent of this Resolution.
- **SECTION 3. Severability.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- **SECTION 4. Effective Date.** This Resolution shall become effective upon its passage, and shall remain in effect unless rescinded or repealed.

PAS	SED AND ADOPTED this	_ day of, 2022.	
ATTEST:		SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT	
Secretary / A	Asst. Secretary	By:	
Exhibit A: Exhibit B:	• •	ssessment Methodology Report, dated September 20, 2015 Expansion Improvements	8

Exhibit C:

Requisition #2018-01

Exhibit A:

Second Supplemental Assessment Methodology Report, dated September 20, 2018

SOLTERRA RESORT

COMMUNITY DEVELOPMENT DISTRICT

\$9,420,000 Special Assessment Bonds, Series 2018
(Phases 2A2, 2B, 2C, 2D, and 2E)

Second Supplemental Assessment Methodology Report



September 20, 2018 (final pricing)

Prepared By:

DPFG Management & Consulting LLC

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Purpose of this Report

This Second Supplemental Special Assessment Methodology Report will describe and explain the special assessments (the "2018 Assessments") levied in connection with the Solterra Resort Community Development District (the "District") \$9,420,000 Special Assessment Bonds, Series 2018 (the "2018 Bonds"). This report supplements and is consistent with the District's First Supplemental Master Assessment Methodology Report, dated August 21, 2014, revised October 6, 2014, (the "Master Methodology Report"), adopted in conjunction with the levy and imposition of a special assessment lien in order to secure the repayment of any bonds issued in connection with the financing of the District's capital improvement plan. To the extent of any inconsistency between this Report and the Master Methodology Report this report shall control.

Purposes of the District and Issuer Information

Formerly known as the Oakmont Grove Community Development District, the District is an independent unit of special single-purpose local government, created and established in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), as amended, by Ordinance No. 4-41 of the Polk County Board of County Commissioners, enacted on July 14, 2004. The master planned community within the District is known as Solterra Resort (the "Development"). The District was created for the purpose of delivering certain community development services and facilities within its jurisdiction, including the design, acquisition and/or construction of certain infrastructure improvements consisting of roadways, water, wastewater, reclaimed water and irrigation systems, earthwork and demolition, storm water management, landscaping/pedestrian improvements, signage and lighting, conservation and mitigation, recreational facilities, and other improvements pursuant to the Act (the "Original Project").

The District encompasses approximately 637 acres, of which a portion is partially developed, and is located entirely in an unincorporated portion of north eastern Polk County bounded on the north by Ronald Reagan Parkway (County Road 54). The District has the power to issue bonds to fund public improvements. The preliminary land use plan describes the development of the District in multiple phases with final buildout now anticipated to include a total of approximately 1,142 residential dwelling units. The District has been planning multiple construction phases funded with various bond issuances, as described below.

First Construction Phase

In 2013/2014, the District undertook the construction of its "2013 Project" as further described in the *Supplemental Engineer's Report*, dated February 21, 2013 (the "2013 Engineer's Report"). To finance the 2013 Project, the District issued \$5,420,000 Taxable Special Assessment Bonds, Series 2013 (the "2013 Bonds").

Second Construction Phase

To advance additional development of the remaining properties within the CDD, and on October 6, 2014, the District Board adopted Resolution 2015-01 and in doing so authorized the construction, acquisition, operation and maintenance of a Master Capital Improvement Plan in the amount of approximately \$16,831,525 to complete development within what is known as "Phase 2" of the District, which Phase 2 consists of sub-Phases 2-1, 2A, 2B, 2C, 2D, and 2E (the "CIP"). The next phase of the CIP was the "2014 Project," which is described in the Special Assessment Bonds, Series 2014, Report of the District Engineer, dated December 3, 2014 (the "2014 Engineer's Report"), and which includes additional roads, water and sewer systems, landscaping, storm water management systems and other public facilities primarily located in Phases 2-1 and 2A. The 2014 Project was funded in part with the District's \$3,830,000 Special Assessment Bonds, Series 2014 (the "2014 Bonds"). Importantly, the Master Engineer's Report (defined herein) provided that "all of these improvements [from the 2007 Project and 2013 Project and 2014 Project, as well as the overall CIP] are interconnected, and function as a single system serving the entire community within the District."

Third Construction Phase

At this point, the District now intends to undertake its proposed "2018 Project" to advance the development of the third construction phase in sub-Phases 2B, 2C, 2D, 2E, and portions of 2A2 of the Development, together with master infrastructure for the benefit of Phase 1. Such development work includes master public improvements and community facilities, including District roads, water management and control, amenities, landscaping, hardscape, irrigation, water supply, sewer and wastewater management, professional services and permitting fees. As described in the Engineer's Report, dated September 11, 2018 (the "2018 Engineer's Report"), the total cost of the 2018 Project has been estimated to be approximately \$19.495 million. Refer to the Engineer's Report for further details on the public improvements and community facilities comprising the proposed 2018 Project. The 2018 Project as part of the overall CIP, and just like the 2007 Project, 2013 Project and 2014 Project, is required for the immediate development of the 556 lots, and the 2018 Project will benefit all developable residential lands within the District, including but not limited to the existing development of the 584 platted lots in Phases 1, 2-1 and 2A1.

Prior Bonds and Special Assessments

In April 2013, the District issued the 2013 Bonds, and pledged to repay the 2013 Bonds with "2013 Assessments," which were levied pursuant to Resolutions 2013-11 and 2013-14. As more fully

¹ To clarify the terminology, the *Bond Validation Report of the District Engineer* dated August 21, 2014 ("Master Engineer's Report") uses the term "2014 Project" to refer to what is defined in this report as the Master Capital Improvement Plan (i.e., the \$16,831,525 overall project located primarily in Phase 2). By contrast, this report uses the term 2014 Project to refer to the specific project described in the 2014 Engineer's Report, which was estimated to cost approximately \$7,632,500 and which addresses improvements located in Phase 2-1 and Phase 2A and further includes the Solterra Boulevard Extension. Accordingly, the definitions in this report apply only to this report and are not intended to change the meanings of terms found in other documents.

described in the *Master Assessment Methodology Report* dated February 28, 2013 and *Supplemental Assessment Methodology Report* dated April 18, 2013 (together, "2013 Assessment Report"), the 2013 Project consists of a recreational facility and other improvements benefitting all developable land within the District, which (as previously noted) is separated into Phases 1 and 2. Accordingly, the 2013 Assessments were levied across all benefitted property within Phases 1 and 2. However, they were initially assigned to and collected from only Phase 1 platted units (which units are sufficient to absorb all of the 2013 Assessments), with the understanding that as Certificates of Occupancy are issued for Phase 2 units a portion of the benefit of the 2013 Project would extend to Phase 2 units. The 2013 Assessments would be assigned to and collected from those Phase 2 units, resulting in a corresponding reduction in the 2013 Assessments assigned to the Phase 1 units. This "waterfall" approach is described in more detail in the 2013 Assessment Report. Please refer to the Appendix for a numerical illustration.

In December 2014, the District issued the 2014 Bonds. As part of Resolution 2015-01, the District levied and imposed a master special assessment lien ("New Assessments") in order to secure the repayment of any bonds ("New Bonds") issued in connection with the financing of the Master Capital Improvement Plan, including the 2014 Bonds as well as any future bonds. The New Assessments are described in the District's August 21, 2014 (revised October 6, 2014) First Supplemental Master Assessment Methodology Report and the December 18, 2014 Supplemental Assessment Methodology Report (together, "2014 Assessment Report"). Together with the 2014 Assessments, the 2018 Assessments, described herein, constitute portions of the New Assessments. Specifically, the 2014 Assessments constitute that portion of the New Assessments that are intended to secure repayment of the 2014 Bonds. The 2014 Assessments are levied in an amount corresponding to the debt service on the 2014 Bonds, and on the basis of benefit received on the assessable lands within the District as a result of the 2014 Project.

Pursuant to the 2014 Assessment Report, the 2014 Assessments were initially levied on Phase 2 lands on a per acre basis, and then were to be assigned to platted units within Phase 2 up to certain assessment caps and with the expectation that they would be fully absorbed by the units planned in Phase 2-1 and 2A. Then, as Certificates of Occupancy are issued for Phase 2 units, a portion of the benefit of the 2013 Project would extend to Phase 2 units, and such 2014 Assessments would be spread in part across Phase 1 lands, while by contrast, a portion of such 2013 Assessments would be spread to the Phase 2 units. The 2014 Assessment Report further contemplated that as future bonds were issued – such as the 2018 Bonds described herein, the debt assessments securing such future bonds would be allocated in a manner similar to the 2014 Assessments – first to the remaining unplatted lands in Phase 2, then to platted lots in Phases 2B through 2E, and then, as Certificates of Occupancy are issued for Phase 2 units, the 2018 Assessments would be spread

² Phase 1 consists of 425 residential dwelling units, which are fully developed platted units, and Phase 2 will consist of approximately 382 gross acres to be developed for an additional approximately 717 residential units.

across the lots in Phases 1, 2-1 and 2A. Under the "waterfall" approach, no lot would pay more than 30 yearly installments of debt service assessments.

Conditions for the Issuance of Additional Bonds

The Second Supplemental Indenture entered into in connection with the issuance of the 2013 Bonds places certain restrictions on the ability of the District to issue additional bonds. Namely, the District may issue additional bonds subject to precedent conditions which include, among other things, (i) that the proposed project (here, the 2018 Project) securing the additional bonds benefits Phase 1 lands as evidenced by certifications from the District Engineer and the District Manager, as methodology consultant, and (ii) the special assessment debt obligations levied on Phase 1 lands shall not exceed the amounts set forth below.

Table 1 - Annual Assessment Limits

Product	Annual Assessment per Unit		
Townhomes	\$660		
Single Family 50' Lots	\$1,200		
Single Family 70' Lots	\$1,380		

The Third Supplemental Indenture entered into in connection with the issuance of the 2014 Bonds also places certain restrictions on the ability of the District to issue additional bonds. Namely, the District may only issue other bonds secured by debt service special assessments levied on assessable lands within the District when the 2014 Assessments have been assigned to at least 100 "Finished Lot – Platted" parcels.

The conditions for issuance of additional bonds, as set forth in the Second Supplemental Trust Indenture, and Third Supplemental Trust Indenture and re-stated above, are satisfied. The special assessment debt obligations levied on Phase 1 lands do not exceed the annual assessment limits imposed under the Second Supplemental Indenture because debt assessments are not being increased on Phase 1 lands. Further, the 2014 Assessments have been assigned to at least 100 "Finished Lot – Platted" parcels.

Overall Financing Plan for the Third Construction Phase

The 2018 Bonds in the aggregate are being issued for the primary purpose of funding the costs to complete the construction of public infrastructure necessary for development of sub-Phases 2B, 2C, 2D, 2E and 2A2 of the Development, together with master infrastructure for the benefit of Phase 1 comprising a total of 428 lots of the Development³. Specifically, the proceeds of the 2018 Bonds will be used to provide funds to (i) fund debt service reserve accounts for the 2018 Bonds, (ii) pay the costs of issuance of the 2018 Bonds, (iii) pay capitalized interest, and (iv) fund a portion

³ Refer to the 2018 Engineer's Report for more details.

of the 2018 Project. The 2018 Bonds will be secured by and payable from 2018 Assessments (as described herein). The table below sets forth the anticipated lot mix.

Phase	40'	50'	70'	ТН	Total
2A2 ⁴	19	0	0	0	19
2B	100	0	0	120	220
2C	0	118	0	0	118
2D	0	128	0	0	128
2E	0	21	50	0	71
Total	119	267	50	120	556

2018 Assessments and Benefit

In terms of benefit, and consistent with the District's Master Capital Improvement Plan, the 2018 Project functions as a system of improvements together with the 2013 Project and 2014 Project. These projects provide special benefit to all developable property within the District, including lands within Phase 1 and Phase 2. Consistent with the New Assessments, the 2018 Assessments, like the 2013 Assessments and 2014 Assessments, are therefore levied and imposed across all benefitted property within Phases 1 and 2. The methodology herein allocates debt special assessments to such residential properties based upon the benefits derived from the Original Project. This report utilizes Original Project costs as a proxy value for benefit.

Enhanced Benefit to 2018 Assessed Lots / Developer Contributions

As reflected in Appendix I, the 2018 Project Lots will pay a slightly higher – approximately 5% – overall debt assessment per EDU than the 2013/2014 Project Lots, even after the reallocation of debt assessments that will occur when Certificates of Occupancy are issued. While the 2013 Project, 2014 Project and 2018 Project all function as a system of improvements that benefit all lands within the District, the higher debt assessment levied on the 2018 Project Lots is fair and reasonable because such 2018 Project Lots are being constructed several years after the 2013 and 2014 Projects were undertaken and at a time when construction and financing costs are higher.

In an abundance of caution, and as an off-set against any additional debt assessments that could be levied on the 2013/2014 Project Lots, the District will also recognize a developer contribution. In particular, the Developer will agree that it will complete at its own cost and convey to the District a portion of the CIP as a contribution (the "Developer Contribution").⁵

⁴ Representing additional lots gained thru re-plat of Phase 2A and re-design of larger lots into smaller.

⁵ The Developer Contribution is equal to the reduction of the 2018 Assessment (i.e., per \$1 of the reduction, the Developer directly contributes \$1 for the District's 2018 Assessment reduction to fund the public infrastructure system). Given that all lots' benefits must be equal to or in excess of the assessments thereon, and therefore, assessments must be the same or less than the public improvement cost per unit, the implication is that the Developer Contribution has equal benefit of the costs/assessments reduction.

In particular, a portion of the Developer Contribution will be applied towards reducing the amount of debt assessments that otherwise would be levied against the 2013/2014 Project Lots, and in order to maintain equal assessments across the 2013/2014 Project Lots within the Development. The total dollar value of the reduction is approximately \$432,000 (rounded up to nearest 1,000).

Because the costs of the CIP are well above the amount of proceeds from the Districts' various bonds, the Developer Contribution will be at least equal to the reduction of the 2018 Assessments that would otherwise be levied on the Phase 2013/2014 Lots. As such, the Developer Contribution effectively "pays off" the assessment that would otherwise be assigned to the benefitting units.

Target Levels for 2018 Assessments / Developer Contribution

In addition to the Developer providing a Developer Contribution to pay down debt assessments that would otherwise be placed on Phase 1 lots, as above, the Developer has further agreed to provide a Developer Contribution in order for the 2018 Assessments to be at certain target levels, as between or among product types. In particular, the Developer has agreed to pay down such 2018 Assessments in exchange for a Developer Contribution in the amount of \$253,992. The table below sets forth the adjustment toward the 2018 Assessments for the 2018 Bond issuance.

Lot	Assigned EDU	Total Lot	Total EDU	% EDU	Par	Adjustment	Par after Adj.	Par/lot
40s	1.00	119	119.00	23.4%	\$2,260,088	-\$160,348	\$2,099,740	\$17,645
50s	1.00	267	267.00	52.4%	\$5,068,636	-\$1,159	\$5,067,477	\$18,979
70s	1.15	50	57.50	11.3%	\$1,092,059	-\$92,484	\$999,575	\$19,992
THs	0.55	120	66.00	13.0%	\$1,253,208	\$0	\$1,253,208	\$10,443
Total		556	509.50	100.0%	\$9,673,992	-\$253,992	\$9,420,000	

Table 3 – Adjustment Towards the 2018 Assessments

Assessment Allocation

In terms of allocation, the 2018 Assessments are initially allocated to all undeveloped property within Phase 2 on a per acre basis. As lands are platted in Phase 2, the 2018 Assessments are assigned to such Phase 2 platted units (i.e., Finished Lot-Platted), thereby creating a corresponding reduction in the amount of 2018 Assessments assigned to the undeveloped property until fully allocated to Phase 2 platted units, at which time the balance of the Phase 2 land will not be subject to the lien for the 2018 Assessments. It is anticipated that the 2018 Assessments will be fully allocated upon platting of the units in Phase 2B, 2C, 2D, and 2E, and portions of 2A2 (which together are planned for 556 single-family lots and townhomes, and which together are referred to as the "2018 Project Lots"). As Certificates of Occupancy are issued for Phase 2 units, and as

noted above, the 2013 Assessments will be assigned to such Phase 2 units (i.e., Residence Property), and a corresponding amount of 2014 Assessments and 2018 Assessments will be assigned to the Phase 1 units. Thus, at final allocation, the lots in Phases 1, 2-1, 2A1, and portions of 2A2 (together, "2013/2014 Project Lots") and the 2018 Project Lots will be subject to the 2018 Assessments, the 2014 Assessments, and the 2013 Assessments.

As previously noted, the 2018 Assessments constitute a portion of the New Assessments, which are allocated in the same manner as the 2014 Assessments (refer to the 2014 Assessment Report). Accordingly, as additional New Bonds are issued in the future to finance the remaining portions of the Master Capital Improvement Plan, such New Assessments securing the New Bonds would be assigned as follows: (1) first, the New Assessments would attach and be collected from the remaining unplatted, benefitted lands in Phase 2 (i.e., the 2018 Project Lots), (2) as the balance of such lands within Phase 2 are platted, the New Assessments would attach to such platted units, and (3) as Certificates of Occupancy are issued for platted units within Phases 2B, 2C, 2D, and 2E (i.e., Residence Property), a portion of the 2013 Assessments and 2014 Assessments will be assigned to such units in the 2018 Project Lots, and a corresponding amount of New Assessments will be assigned to the 2013/2014 Project Lots (subject to any limitations in the applicable Indenture(s)). In no event will any lot pay more than 30 yearly installments of debt service assessments relating to the 2013 Assessments, 2014 Assessments and 2018 Assessments. In this manner, all property within the District benefitted by the 2013 Project and 2014 Project and Master Capital Improvement Plan receives a fair and reasonable allocation of 2013 Assessments, 2014 Assessments and 2018 Assessments, commensurate with the benefit received from the District's projects. Please refer to Appendix for details on this approach.

Prior to the 2018 Assessable Property becoming Developed Property, the 2018 Assessments will be allocated to the 2018 Assessable Property on an equal acreage basis. Upon recordation of a plat map and completion of Lot development, the 2018 Assessments will be allocated to each Lot based on its assigned EDU.

Table 4 – 2018 Assessable Property

		Prior to Plat Map	After Plat Map	
Bond		Recordation and	Recordation and	Payable from,
Series	Phase	Development	Development	and Secured by
2018	2A2 (19 lots), 2B,	296.6 Acres	556 Lots	2018 Assessments
2010	2C, 2D, and 2E	270.0 Acres	550 Lots	2010 Assessments

Each fiscal year, the District will certify for collection the 2018 Assessments on all 2018 Assessable Property, apportioned proportionately to the various land uses identified in the Appendix, until the aggregate amount of the 2018 Assessments equals the Special Assessment Requirement (defined below) for the 2018 Bonds. The following table summarizes the total Debt (defined below) and annual debt service for the 2018 Bonds:

Table 5 - Total District Debt

Bond Series	Total Units	Total EDU	Total Debt	MADS ⁶
Series 2018	556	509.5	\$9,420,000	\$626,2225

Assessment Reallocation and True-Up

As of this date, the Developer (defined below) has informed the District that it plans to construct a total of 556 lots in connection with the 2018 Project, which represents a total of 509.5 EDUs. As development occurs, it is possible that the number of lots and lot mix may change. In order to ensure that the Series 2018 Assessment allocation is maintained in accordance with the methodology specified by this report, a true-up analysis may be necessary ("True-Up Analysis").

This True-Up Analysis is utilized to ensure that the principal amount of the 2018 Assessments on a per lot and per acre basis never exceeds the initially allocated amount as contemplated in the assessment methodology described herein. In accordance with the True-Up Agreement to be entered into by the Developer and the District at the issuance of the 2018 Bonds, and the applicable assessment resolution(s), prior to the time a parcel within the CDD is platted and developed, or ownership is transferred by the Developer to any other entity or person with a specific number of assessable units allocated thereto, the True-Up Analysis will be conducted in accordance with the assessment methodology set forth herein and in the True-Up Agreement, and applicable assessment resolution(s). As the lands within the District are developed, the allocation of the amounts assessed to and constituting a lien upon the 2018 Assessable Property will be calculated based upon certain density assumptions, which assumptions were provided by the Developer.

At such time as acreage is contained within a proposed plat, or a deed or assignment agreement between the Developer and a transferee that specifies the residential Lots or entitlements thereto being transferred to such transferee ("Entitlement Transfer Document"), the Developer agrees that such proposed plat or Entitlement Transfer Document shall be presented to the District in accordance with the terms of the True-Up Agreement. The District will allocate the 2018 Assessments to the 2018 Assessable Property reflected in such plat or Entitlement Transfer Document in accordance with the applicable land use classifications, and the remaining 2018 Assessable Property within the District, and such reallocation will be recorded in the District's lien book. This True-Up Analysis will ensure that 2018 Bond debt does not accumulate disproportionately on Undeveloped Property within the District. In the event that the density assumptions upon which this report is based change over time as determined by any True-Up Analysis such that fewer EDUs are being developed within the District than are contemplated by this report, the True-Up Analysis will determine the amount required to be paid by the Developer to the District in order to satisfy, in whole or in part, the 2018 Assessments and ensure that the 2018 Assessments continue to be allocated ratably against the actual density within the District in

⁶ Amounts exclude county collection charges and early payment discount.

accordance with the methodology set forth in this report (the "True-Up Obligation"). The obligations to make a true-up payment are incorporated into the District's 2018 Assessment lien and are additionally set forth in a True-Up Agreement entered into with the Developer.

Allocation of Benefits and Assessments

The construction of the 2018 Project will advance development of the properties within the District and will thereby create special benefits for those properties, and enhance the value of the property. All properties within the District will generally benefit from the 2018 Project, but developed residential lots with structures have an added benefit from the 2018 Project, for example, in terms of vehicular access, disposal of plumbing waste thru a system of pipes, flood prevention thru a stormwater collection system, potable water lines, recreational facilities, and other basic public infrastructure benefits for use of the subdivision. The methodology herein allocates debt special assessments to such residential properties based upon the benefits derived from the 2018 Project. This report utilizes Project costs as a proxy value for benefit and allocates the special assessments based on Equivalent Dwelling Units ("EDU"). Each constructed unit on a forty to fifty-foot-wide lot will be assigned an equal 1.0 EDU value and ranking; then proportion the amount of the special assessment for each individual platted lot based on lot front footage.

Assessment Standard

Under Florida law, a valid special assessment that is made pursuant to District legislative authority requires that the property assessed must (1) derive a direct and special benefit from the improvement or service provided and (2) that the assessment must be fairly and reasonably apportioned among properties that receive the special benefits.

Section 170.02, Florida Statutes, states "Special assessments against property deemed to be benefited by local improvements, as provided for in sec. 170.01, shall be assessed upon the property specially benefited by the improvement in proportion to the benefits to be derived therefrom, said special benefits to be determined and prorated according to the foot frontage of the respective properties specially benefited by said improvement, or by such other method as the governing body of the municipality may prescribe."

The EDU allocation approach is a generally recognized and commonly approved method of proportionally spreading assessments over benefited properties for special assessments levied by community development districts. Although the general public outside the District will benefit from the CIP, such benefits are incidental. The facilities in the CIP meet the needs of the developed property within the District, as well as provide benefit to all residential property within the District. The property owners within the District are therefore receiving special benefits not received by those outside the boundaries, and direct and cumulative benefits accrue mainly to residents.

Assessment Methodology

This benefit and allocation approach is based on the principle that dwelling units on a similar size lot will receive a relatively equal and direct benefit from the CIP. The direct benefits from these improvements include increased use, enjoyment and increased property values to all residential properties, and the direct benefits from each District system and function.

An assessment methodology based on EDUs provides a way to quantify the benefit that different lot sizes and land use types receive from public improvements in terms of their equivalence to a single-family residential dwelling unit in the forty to fifty-foot-wide lot category, which is defined as 1.0 EDU. Under the EDU model, the District allocates assessments on platted property proportionately based on lot size as indicated on the subject recorded plat map; assessments on undeveloped property (e.g., property without recorded subdivision plat map) are allocated proportionately based on acreage basis. As noted above, the equal benefit and assessment allocation approach is a generally recognized and approved method of proportionally spreading assessments over benefited properties within a special district.

These Special Benefits and Allocation of Assessments

In the present case, the financing program will enable the District to provide public improvements to Phases 1 and 2 of the District. Such improvements will provide direct benefit for the utilization of this property, will substantially enhance the use and enjoyment of the benefited residential properties, and will increase the value and marketability of the benefited residential properties. These benefits flow proportionately over all benefited properties.

The District will apply the assessment methodology to the financing program relating to the 2018 Project. All residential units planned within Phases 1 and 2 of the District will proportionally benefit from the construction, purchase and maintenance of the public improvements included in the 2018 Project. A ranking and finding of 1.0 EDU per residential unit on a lot within the forty to fifty-foot-wide lot category applies, which is defined as 1.0 EDU, and for all other lots an EDU value will be assigned based on the lot size in proportion to such lot category pursuant with the Master Assessment Report.

Sale of Unplatted Property

In the event an unplatted parcel is sold to a third party not affiliated with the land developer, the 2018 Assessments will be assigned to that unplatted parcel based on the maximum total number of platted units assigned by the Developer to that unplatted parcel, subject to review by the District's methodology consultant. The owner of that unplatted parcel will be responsible for the total assessments applicable to the unplatted parcel, regardless of the total number of platted units ultimately actually platted. These total assessments are fixed to the unplatted parcel at the time of the sale. If the unplatted parcel is subsequently sub-divided into smaller parcels, the total

assessments initially allocated to the unplatted parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e. equal assessment per acre until platting).

Rate and Method of Apportionment

A rate and method of apportionment of Series 2018 Assessments is attached in the Appendix.

Preliminary Assessment Roll and Collection

A Preliminary Assessment Roll is attached in the Appendix. The District expects to place the Series 2018 Assessments for the 2018 Bonds on the Polk County tax roll for collection upon the platting of lots.

Conclusion

The acquisition and construction of the 2018 Project using 2018 Bond proceeds will be utilized for common District purposes. These 2018 Assessments will be levied over all 2018 Assessable Property on a fair and equitable basis as described herein. The 2018 Assessable Property will receive benefits in excess of the allocated 2018 Assessments. Accordingly, this is an appropriate District project that will significantly benefit 2018 Assessable Property and enhance the District.

Special Benefit

The 2018 Project will provide special benefit to parcels within the District. The parcels will receive special benefit because the subject Master and Subdivision Improvements deliver interconnected structural improvement elements that provide a framework that supports and adds to the entire development. The Master and Subdivision Improvements yield benefits to parcel owners in terms of meeting development needs and increasing property values.

Assessment Apportionment

The 2018 Assessments are fairly and equally apportioned over all the 2018 Assessable Property. The benefits are quantified and assigned to parcels based on lot size since larger lot areas consume proportionately greater benefits than smaller lots from the CIP. The District has assigned proxy values to the various expected lot sizes on the basis that a forty to fifty-foot-wide lot category receives the value of 1.0 EDU pursuant with the Master Assessment Report.

Reasonableness of Assessment Apportionment

It is reasonable, proper and just to assess the costs of the CIP against lands in the District. As a result of the CIP, properties in the District receive special benefit and increase in value. Based on the premise that the District's CIP make the properties more valuable, in return it is reasonable for the District to levy the 2018 Assessments against the 2018 Assessable Property within the District. The benefits will be equal to or in excess of the 2018 Assessments thereon when allocated.

Best Interest

The District provides for delivering the CIP in a timely, orderly, and efficient manner. It can economically and efficiently provide the amount and quality of services required by the public. The District provides a financing mechanism to (i) fund the CIP at a relatively low cost of capital, and (ii) on a timely, "pay for itself" type basis. The exercise by the District of its powers is consistent with applicable state law. It is in the best interest of the District.

Finally, note that in the event that the 2018 Project is not completed, required contributions are not made, or other circumstances occur, the District may be required to reallocate debt assessments to satisfy applicable law, and the District expressly reserves the right to do so.

Appendix I - Rate and Method of Apportionment of Special Assessment

A special assessment as hereinafter defined shall be levied on all property with the District and collected each fiscal year in an amount determined by the District through the application of this rate and method of apportionment as described below. All of the real property within the District, unless exempted by law or the provisions hereof, shall be assessed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS:

The terms hereinafter set forth have the following meanings:

- "Acre or Acreage" means the land area of an Appraiser's Parcel shown in Polk County appraiser's parcel records, or included in Polk County's non-ad valorem assessment roll. If the land area is not shown on the Polk County appraiser's parcel map, or included in Polk County's non-ad valorem assessment roll, then the land area on the applicable Plat Map or other recorded Polk County map as determined by a designee of the CDD shall be used.
- "Administrative Expenses" means any actual or reasonably estimated expenses of the CDD to carry out the administration of the CDD related to the determination of the amount of the special assessment, the collection of special assessment, and costs otherwise incurred in order to carry out the authorized purposes of the CDD.
- "Appraiser's Parcel" means a Lot or parcel shown in Polk County appraiser's parcel map, or included or includable in Polk County's non-ad valorem assessment roll designated by folio or PIN.
- "Assessable Property" means all of the Appraiser's Parcels within the boundaries of the CDD that are not exempt from the Special Assessment pursuant to law or as defined below (in D.3.).
- "CDD" or "District" means the Solterra Resort Community Development District (formerly known as Oakmont Grove Community Development District).
- "Certificate of Occupancy" means a document issued by the County or building department certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.
- "Debt Service Requirement" means that amount required in any Fiscal Year for the CDD to pay the principal and interest on the District Debt outstanding due in the calendar year that commences in such Fiscal Year.
- "District Debt" means the District's Special Assessment Bonds, Series 2018, which are secured by the levy of 2018 Assessments.

"EDU" means a way to quantify different land use types in terms of their equivalence to a single-family residential dwelling unit on a forty to fifty-foot-wide lot, which is defined as 1.0 EDU.

"Fiscal Year" means the period starting October 1 and ending on the following September 30.

"Finished Lot - Platted" means a Lot which has legal entitlements created by a recorded Plat Map and whose physical characteristics are a fine grade level pad with infrastructure contiguous to each individual lot, asphalt paved roads, and the necessary utilities.

"Home Owner Association Property" means any property within the CDD boundaries that is owned by, or irrevocably dedicated as indicated in an instrument recorded in the official records of Polk County to, a property owner association, including any master or sub-association.

"Indenture" means the Master Trust Indenture dated as of March 1, 2007 (the "Master Indenture"), the Second Supplemental Indenture between Oakmont Grove Community Development District and U.S. Bank National Association, dated as of April 1, 2013, and the Third Supplemental Indenture between Solterra Resort Community Development District and U.S. Bank National Association, dated as of December 1, 2014, and the Fourth Supplemental Indenture between Solterra Resort Community Development District and U.S. Bank National Association, dated as of September 1, 2018 (the "Supplemental Indentures").

"Lot" means an individual residential lot, identified and numbered on a recorded final Plat Map, on which a building permit has been or is permitted to be issued for construction of a residential unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated.

"Phase 1" means property within the CDD excluding Phase 2.

"Phase 2" means property identified by the Polk County Property Appraiser as Parcel ID 27-26-10-000000-021010 and 27-26-15-000000-011010 as of August 2018.

"Plat Map" means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment pursuant to Chapter 177, Florida Statutes, an applicable local ordinance, laws or regulations that creates individual units for which building permits may be issued without further subdivision.

"Platted Property" means all Taxable Property for which the Polk County Property Appraiser assigned a Folio number with a property use code for each Lot that indicates developed residential property, as reasonably determined by the CDD, or for which a Plat Map was recorded prior to June 30th of the prior Fiscal Year.

"Proportionally" means for developed property that the ratio of the amount of 2018 Assessment levied to the assigned 2018 Assessment with each land use class is the same for all Appraiser's Parcels upon which a 2018 Assessment is being levied.

"Public Property" means any property within the CDD boundaries that is expected to be used for any public purpose and is owned by or dedicated to the federal government, the State, the County, the CDD or any other political subdivision defined by Florida law and exempt from special assessments.

"Residence Property" means all Taxable Property for which a Certificate of Occupancy has been issued prior to June 30th of the prior Fiscal Year.

"Special Assessments" means the 2018 Assessment levied pursuant to the provisions of Sections C and D below in each Fiscal Year on each Appraiser's Parcel of Developed Property and Undeveloped Property in the CDD to fund the Special Assessment Requirement.

"Special Assessment Requirement" means that amount determined by the CDD's Board of Supervisors that is required in any Fiscal Year to pay regularly scheduled debt service for the calendar year, which commences in such Fiscal Year, on the outstanding District Debt, less available funds pursuant to the Indenture.

"Taxable Property" means all property within the boundaries of the CDD which is not exempt from the 2018 Assessment pursuant to law or Section D.

"Undeveloped Property" means, for each Fiscal Year, all Assessable Property not classified as Residence Property or Finished Lot Platted, such as vacant acreage, pasture, wetlands, or similar property use codes determined by the CDD.

B. ASSIGNMENT TO LAND USE CATEGORIES AND OF EDU:

Each Fiscal Year using the definitions above, all Assessable Property within the CDD shall be classified by the CDD Manager as Residence Property, Finished Lot Platted Property, or Undeveloped Property, and shall be subject to the 2018 Assessment pursuant to Sections C and D below.

C. ANNUAL MAXIMUM SPECIAL ASSESSMENT REQUIREMENT:

The estimated maximum annual debt service for the Series 2018 bonds is \$611,336. The estimated allocation of costs and associated 2018 Assessments is presented in Section D. Refer to the Appendix for details of the bond sizing.

D. SPECIAL ASSESSMENT ALLOCATION AND RATE:

1. Residence Property

a) Allocation of Principal Amount of 2018 Bonds and Assigned EDU

The EDU for each forty to fifty-foot Lot that is classified as Platted Property shall be 1.0. As lands within Phase 2 are platted, the 2018 Assessments would be allocated to the Phase 2 Platted Property based on EDU. At full development with currently anticipated 556 units classified as Residence Property, the portion of the 2018 Assessments representing the principal on the 2018 Bonds would be allocated based on EDU and considering the Developer Contribution for Phase 2A2, 2B, 2C, 2D, and 2E as set forth in the Table below.

Table 6 - Allocation of 2018 Bond Principal and Par Amount Per Lot

Lot type category	Lots/Units	Par Amount after Adjustment for Developer Contributions	Par Amount/Lot
40'	119	\$2,099,740	\$17,645
50'	267	\$5,067,477	\$18,979
70'	50	\$999,575	\$19,992
Townhome	120	\$1,253,208	\$10,443
Total	556	\$9,420,000	

b) Annual Assessment Amounts, as Allocated

While the anticipated actual annual amounts may not to exceed any limitations on special assessments and are subject to certain other precedent conditions set forth in the Indenture (the "Assessment Limit"), the annual amount of 2018 Assessments upon development of the currently anticipated 556 units associated with the 2018 Bonds in Phase 2, excluding County collection charges and early payment discounts, are allocated based on EDU as set forth in the Table below.⁷

Table 7 - Allocation of MADS and MADS per Lot

Lot type category	Lots/Units	MADS after Adjustment for Developer Contributions	MADS/Lot
40'	119	\$139,587	\$1,173
50'	267	\$336,877	\$1,262
70'	50	\$66,450	\$1,329
Townhome	120	\$83,311	\$694
Total	556	\$626,225	

⁷ Rounding adjusted assessments.

2. Undeveloped Property

a) Assigned Annual Special Assessment Rate

The assigned special assessment rate for Undeveloped Property within Phase 2 is \$2,036 per acre (Debt Service Requirement divided by Phase 2 gross land size; \$603,938 divided by 296.60 acre equals \$2,036 per acre, rounded). Please refer to the assessment roll in the Appendix for details on property classification and land size.

b) Calculation and Allocation of Potential Principal of District Debt to Phase 2 Property

The 2018 Bond principal amount is allocated to the vacant property in Phase 2 based on acreage in the amount of up to \$30,630 per acre (Series 2018 Bond principal amount divided by Phase 2 gross land size; \$9,420,000 divided by 296.60 acre equals \$30,630 per acre).

However, following the steps described in Section E below, the lien for the 2013 Assessments, the 2014 Assessments and 2018 Assessment, as well as any other New Assessments, will not exceed the limits set forth in the Indenture.

3. Exemptions

No Special Assessment shall be levied on Public Property, non-residential property, or Home Owner Association Property.

E. METHOD OF APPORTIONMENT OF 2018 ASSESSMENT⁸

Commencing with Fiscal Year 2019 and for each following Fiscal Year, the CDD shall levy the 2018 Assessments, but not to exceed any limitations set forth in the Indenture, as follows:

<u>First (Undeveloped Property, Phase 2):</u> Initially, the 2018 Assessments shall be levied on a per acre basis and on each Appraiser's Parcel of Undeveloped Property within Phase 2 at up to 100% of the Assigned Special Assessment rate for Undeveloped Property.

Second (Finished Lot Platted Property, Phase 2): As lands are platted in Phase 2, the 2018 Assessments shall be levied Proportionately on each Appraiser's Parcels of Finished Lot Platted Property within Phase 2 in an amount up to 100% of the applicable Special Assessment rate as determined pursuant to Section D.1.b). This will result in a corresponding

⁸ As previously noted, the New Special Assessments, of which the 2018 Assessments are a portion, secure future bond issuances (i.e., the New Bonds) intended to fund the balance of the District's Master Capital Improvement Plan. They are allocated and will be assigned and collected in the same manner as the 2018 Assessments (as described herein).

reduction in the amount of 2018 Assessments assigned to the remaining Undeveloped Property. See Appendix for additional information regarding New Assessments.

Third (Residence Property, Phases 1 and 2): As Residence Property is created in Phase 2, the 2018 Assessments shall be levied Proportionately on each Appraiser's Parcel of Residence Property within Phases 1 and 2 (i.e., parcel for which a Certificate of Occupancy has been issued) in an amount up to 100% of the applicable 2018 Assessment rate as determined pursuant to Section D.1.b). At the same time, as Residence Property is created, then, and only then, the 2013 Assessments will be assigned to and collected from such Phase 2 Residence Property. The assignment of 2013 Assessments to Phase 2 Residence Property will result in a corresponding amount of 2014 Assessments and 2018 Assessments (net of the Developer Contribution described herein) being assigned to and collected from Phase 1 Platted Property.

<u>Fourth – True Up:</u> If additional monies are needed to satisfy the Debt Service Requirement as a result of a re-plat of property, the owner of such property will be obligated to immediately remit to the District, for deposit into the redemption account established under the Indenture, the total assessment for the difference between the Debt Service Requirement and the special assessment revenue anticipated to be generated from the remaining property. Additional contributions of infrastructure may also be necessary.

Refer to Appendix for a preliminary assessment roll presenting the 2018 Assessment levied for Fiscal Year 2019 in accordance with the four-step method of apportionment described above.

E. True Up Obligation

The assessment lien securing the 2018 Bonds includes a true up obligation imposed on all benefited lands within the District. The true up will be more fully described in the District's assessment resolutions. At the time of bond issuance, the true up obligation will be described in the District's supplemental assessment resolution and in an agreement between the District and landowner(s).

Plat Review

The District's Financing Program is based on the District's understanding with AK Oakmont, LLC ("**Developer**"), that the Developer may develop the type and number of units as described herein or on a site plan or plat, on the net developable acres within the District. As parcels of land, or portions thereof, are included in a plat or site plan, the District shall review the plat or site plan and cause the Special Assessments securing each of the District's bond issue, note, or other financing mechanism to be reallocated to the units being included in the plat or site plan and the remaining property in accordance with such site plan, and cause such reallocation to be recorded in the District's Improvement Lien Book.

True-Up Payment Amount

If the overall principal amount of 2018 Assessments cannot be assigned to the platted and site planned lands as well as the undeveloped lands (taking into account any qualifying future development plan as appropriate), then a debt reduction payment ("True-Up Payment") in the amount of such shortfall shall become due and payable that tax year by the landowner(s) of record of the land subject to the proposed plat or site plan and of the remaining undeveloped lands, in addition to any regular assessment installment. However, if the strict application of the true-up methodology to any assessment reallocation would result in 2018 Assessments collected in excess of the District's total debt service obligations for the 2018 Project, the Board shall by resolution take appropriate action to equitably reallocate the 2018 Assessments. Note that a True-Up Payment may require the payment of cash or additional infrastructure contributions as determined by the District's assessment methodology consultant.

F. MANNER OF COLLECTION

The Special Assessments are expected to be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that the CDD may collect the 2018 Assessments at a different time or in a different manner to the extent provided for under the Indenture.

G. PREPAYMENT

The following definition applies to this Section H.

"Outstanding District Debt" means previously issued bonds secured by the levy of special assessments, which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding bonds to be redeemed at a later date with the proceeds of prior prepayments.

Subject to the terms of the Indenture and any applicable assessment resolutions, the special assessment obligation of an Appraiser's Parcel may be prepaid in full, or in part (one-time basis only), and the obligation of the Appraiser's Parcel to pay the special assessment permanently, or partially, satisfied; provided that a prepayment may be made only if there are no delinquent special assessments with respect to such Appraiser's Parcel at time of prepayment.

a) The Special Assessment Prepayment amount is calculated as follows:

Outstanding District Debt amount allocated to the subject Appraiser's Parcel

Plus: Accrued interest on principal amount to be prepaid, calculated to next interest payment date occurring at least 45 days prior to the tender of the prepayment (or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date)

Less: Capitalized interest credit, if any remains at time of prepayment

Less: Debt service reserve fund credit, if any (and if provided for under the Indenture)

Equal: Total Prepayment Amount (PA)

Plus: Reasonable administrative fees and expenses related to lien release, calculation and recordation as determined by the CDD manager (A)

b) Partial Prepayment (PP) is calculated as follows:

$$PP = (PA * F) + A$$

The term F means the percent by which the owner of the Appraiser's Parcel is partially prepaying the special assessment. With respect to a partial prepayment, the District Manager shall indicate in the District records that there has been a partial prepayment and that a portion of the special assessment equal to (1.00 minus F) of the remaining special assessment shall continue to be authorized to be levied on such Appraiser's Parcel pursuant to Section D.

Appendix II - Sources and Uses of Funds for the 2018 Project

Sources	Total
Bond Proceeds - Par	\$9,420,000
Original Issue Discount	-\$40,951
	\$9,379,049
Uses	
Construction Fund	\$5,802,083
2B Project Fund Deposit	\$2,450,000
Debt Service Reserve Fund	\$469,669
Capitalized Interest	\$278,372
Cost of Issuance	\$190,525
Underwriter's Discount	\$188,400
	\$9,379,049

Appendix III - Assessment Roll

Table 8 – Preliminary Assessment Roll Platted Property (19 lots in Phases 2A2)

			Assigned		
#	Phase	Lot	EDU	Principal	MADS*
1	2A2	54	1.00	\$17,645	\$1,173
2	2A2	55	1.00	\$17,645	\$1,173
3	2A2	56	1.00	\$17,645	\$1,173
4	2A2	57	1.00	\$17,645	\$1,173
5	2A2	43	1.00	\$17,645	\$1,173
6	2A2	44	1.00	\$17,645	\$1,173
7	2A2	45	1.00	\$17,645	\$1,173
8	2A2	46	1.00	\$17,645	\$1,173
9	2A2	47	1.00	\$17,645	\$1,173
10	2A2	48	1.00	\$17,645	\$1,173
11	2A2	49	1.00	\$17,645	\$1,173
12	2A2	50	1.00	\$17,645	\$1,173
13	2A2	51	1.00	\$17,645	\$1,173
14	2A2	52	1.00	\$17,645	\$1,173
15	2A2	53	1.00	\$17,645	\$1,173
16	2A2	35	1.00	\$17,645	\$1,173
17	2A2	36	1.00	\$17,645	\$1,173
18	2A2	37	1.00	\$17,645	\$1,173
19	2A2	38	1.00	\$17,645	\$1,173
Total			19.00	\$335,253	\$22,287

Table 9 - Calculation of 2018 Bond Principal and MADS per Acreage

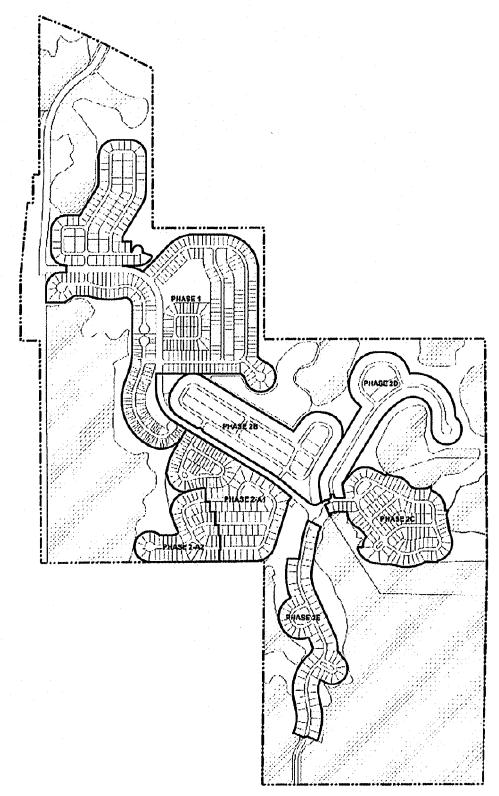
	Principal	MADS*
Series 2018, total	\$9,420,000	\$626,225
Series 2018 Allocated to Platted Lots	\$335,253	\$22,287
Series 2018 Allocated to Un-Platted Lots	\$9,084,747	\$603,938
Total Acreage (Ac)	296.60	296.60
\$ Per Ac	\$30,630	\$2,036

^{*}MADS means Maximum Annual Debt Service

Table 10 - Preliminary Assessment Roll Un-Platted Property

Folio	Acreage (Ac)	Less: Ph 2A2 Ac	Net AC	% Ac	Par	MADS	Owner
272610000000021010	152.16	13.52	138.64	46.74%	\$4,246,520	\$282,301	AK Oakmont LLC
272615000000011010	157.96	0.00	157.96	53.26%	\$4,838,228	\$321,637	AK Oakmont LLC
Total	310.12	13.52	296.60	100.00%	\$9,084,747	\$603,938	

 ${\bf Appendix}\; {\bf IV-Illustrative\; Site\; Plan\; of\; The\; District}$



Appendix V - Allocation of Public Improvements Costs and Proposed Debt

The Project costs and the other uses of bond proceeds are used as proxy for total benefit. As described above, the completed public infrastructure costs are estimated in the amount of \$18.716 million. Refer to Engineer's Report for cost details. The following tables allocates only the Project costs among the assessable property, excluding other uses of bond proceeds such as deposit to the debt service reserve fund, capitalized interest, costs of issuances, and other uses.

Table 11 - Allocation of Public Improvement Costs

Lot Width	Total Units	EDU	Total EDU	% EDU	Total Costs	Benefit Per Unit
Townhome	120	0.55	66	13%	\$2,424,416	\$20,203
40'	119	1.00	119	23%	\$4,371,296	\$36,734
50'	267	1.00	267	52%	\$9,807,865	\$36,734
70'	50	1.15	57.5	11%	\$2,112,181	\$42,244
Total	556		509.5	100%	\$18,715,757	

Table 12 - Total Series 2018 Debt Per Unit

Lot Width	Total Units	Total Series 2018	Total PIC	Debt Over/(Under) PIC
Townhome	120	\$10,443	\$20,203	(\$9,760)
40'	119	\$17,645	\$36,734	(\$19,089)
50'	267	\$18,979	\$36,734	(\$17,754)
70'	50	\$19,992	\$42,244	(\$22,252)
Total	556	:		

Exhibit B:

Acquisition of Amenity Expansion Improvements

Board of Supervisors Solterra Resort Community Development District c/o Development Planning & Financing Group, Inc. 1060 Maitland Center Commons, Suite 340 Maitland, Florida 32751

RE: Acquisition of Amenity Expansion Improvements and Work Product

Dear Sir or Madam,

Pursuant to the Amenity Center Expansion & Easement Agreement, dated February 2, 2016 ("Expansion Agreement"), you are hereby notified that AK Oakmont LLC ("Developer") has completed and wishes to document to the Solterra Resort Community Development District ("District") the costs associated with the completion of the amenity improvements, including a café serving the District's amenity center patrons, as well as a "lazy river" ride as part of the District's existing pool (together, "Improvements") and related work-product ("Work Product"). Note that such amenity improvements were completed and operational as of September 2017.

As set forth in the attachment hereto, the cost of the Improvements and Work Product was \$1,600,736.67. Please make payment of such amount from the future sale of bonds, subject to the terms of the Expansion Agreement.

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 transaction. Please have the funds made payable to AK Oakmont LLC.

Sincerely,

AK Oakmont LLC

Agreed to by:

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

Name: James P. Hazvi

Exhibit A – Description of Improvements and/or Work Product

Exhibit A

Description of Improvements and/or Work Product

As reflected by certain invoices provided below, the costs associated with the Improvements that AK Oakmont LLC wishes to convey to the District include, but are not limited to: pool layout and excavation; pool equipment, construction materials, and plumbing; pool construction labor; amenity center expansion construction; and paving, grading, drainage and utilities.

Furthermore, as reflected by certain invoices provided below, the costs associated with the Work Product that AK Oakmont LLC wishes to convey to the District include, but are not limited to: design development; conceptual site plans and drawings; and professional surveying and mapping.

[Invoice Summary on Next Page]

Date	Contractor	Invoice Number	Amount
03/16/2017	Admiral Outdoor Furniture	ACFQ42178	\$6,766.92
05/09/2017	Admiral Outdoor Furniture	242067	\$6,766.92
10/23/2017	Air Flow Designs Heating & Air Conditioning	1142584	\$10,905.00
11/30/2015	Bonnett Design Group, LLC	817	\$2,375.00
1/31/2016	Bonnett Design Group, LLC	855	\$3,250.00
2/15/2016	Bonnett Design Group, LLC	867	\$2,932.44
2/29/2016	Bonnett Design Group, LLC	856	\$2,875.00
3/22/2016	Bonnett Design Group, LLC	889	\$2,937.50
5/6/2016	Bonnett Design Group, LLC	911	\$8,812.50
07/07/2017	Bonnett Design Group, LLC	1297	\$1,081.25
07/31/2017	Envera Systems	INV605	\$19,981.53
11/16/2016	Executive Pools, Inc.	1268	\$121,876.86
		Retainage	\$13,541.87
12/31/2016	Executive Pools, Inc.	1273	\$159,377.41
		Retainage	\$17,708.60
1/17/2017	Executive Pools, Inc.	1278	\$56,250.86
		Retainage	\$6,250.10
05/18/2017	Executive Pools, Inc.	1300	\$38,760.57
		Retainage	\$4,306.73
04/25/2017	Faulkner Engineering Services, Inc.	FES9267	\$564.00
1/22/2016	G.B. Collins Engineering, PA	1400	\$6,000.00
02/15/2016	G.B. Collins Engineering, PA	1454	\$1,500.00
03/17/2016	G.B. Collins Engineering, PA	1548	\$2,000.00
04/14/2016	G.B. Collins Engineering, PA	1620	\$810.00
11/30/2016	GeoPointe Surveying, Inc.	32603	\$1,082.50
12/31/2016	GeoPointe Surveying, Inc.	33132	\$250.00
03/31/2017	GeoPointe Surveying, Inc.	34955	\$1,400.00
04/30/2017	GeoPointe Surveying, Inc.	35466	\$280.00
08/31/2017	GeoPointe Surveying, Inc.	38285	\$770.00
09/30/2017	GeoPointe Surveying, Inc.	38693	\$125.00
10/21/2016	Hardscapes 2, Inc.	APP #1	\$36,555.60
		Retainage	\$4,061.73
11/30/2016	Hardscapes 2, Inc.	20-01242	\$4,254.54
12/14/2016	Hardscapes 2, Inc.	APP #2	\$29,549.33
		Retainage	\$3,283.26
1/31/2017	Hardscapes 2, Inc.	APP#3	\$46,067.29
,		Retainage	\$5,118.59
02/22/2017	Hardscapes 2, Inc.	APP #4	\$97,956.80
****	94894-4	Retainage	\$10,884.09
02/28/2017	Hardscapes 2, Inc.	APP #5	\$115,882.07

		Retainage	\$12,875.79
03/31/2017	Hardscapes 2, Inc.	APP #6	\$126,649.45
		Retainage	\$14,072.16
04/30/2017	Hardscapes 2, Inc.	APP #7	\$105,039.70
		Retainage	\$11,671.08
05/31/2017	Hardscapes 2, Inc.	APP #8	\$106,749.26
		Retainage	\$11,861.03
06/30/2017	Hardscapes 2, Inc.	APP #9	\$95,578.96
		Retainage	\$10,619.88
05/21/2018	Hardscapes 2, Inc.	20-01657	\$4,200.00
1/27/2016	JAH Architects	547-002	\$5,370.00
02/17/2016	JAH Architects	547-003	\$4,070.00
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12/19/2017	Steve's Electric, Inc.	161	\$600.00
12/19/2017	Steve's Electric, Inc.	162	\$2,800.00
12/20/2017	Steve's Electric, Inc.	173	\$1,688.59
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		Retainage	\$400.00
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		Retainage	\$1,502.72

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		Retainage	\$619.68
08/24/2017	Yellowstone Landscape – Southeast, LLC	Pay App #5	\$34,126.20
		Retainage	\$3,791.80
04/20/2017	Zebec of North America Inc.	30900	\$903.25
		TOTAL:	\$1,600,736.67

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AFFIDAVIT REGARDING COSTS PAID (SOLTERRA RESORT AMENITY EXPANSION — IMPROVEMENTS & WORK PRODUCT)

COUNTY OF		
I,	, of AK Oakmont LLC, a Florida limited liability company of duly sworn, do hereby state for my affidavit as follows:	("AK

1. I have personal knowledge of the matters set forth in this affidavit.

CT ATE OF

- 2. My name is James P. Harvey and I am employed by AK Oakmont as Vice President. I have authority to make this affidavit on behalf of AK Oakmont.
- 3. AK Oakmont has expended funds to construct certain public infrastructure improvements and/or work product within the Solterra Resort Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**"). The improvements and/or work product are described in that certain *Amenity Center Expansion & Easement Agreement*, dated February 2, 2016 ("**Expansion Agreement**") and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and/or work product that have been completed to date and states the amounts that AK Oakmont has spent on those improvements and/or work product.
- 4. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of documenting the acquisition of the infrastructure improvements and/or work product identified in **Exhibit A**, pursuant to the Expansion Agreement.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing *Affidavit Regarding Costs Paid (Solterra Resort Amenity Expansion – Improvements & Work Product)* and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 5 ⁺ d	ay of <u>September</u>	, 2018.	
		mes P. HARVLY	mpany
The foregoing instrument SEPTEMBLE, 2018, by Jam produced as ider			
Notary Public State of Flo Bryon T LoPreste My Commission FF 94308 Expires 01/27/2020	Notary Pul Burn (Name typ Notary Pul Commission	ed, printed or stamblic, State of for No. ff 9430800000000000000000000000000000000000	1 <u>0</u> 4

Exhibit A – Description of Work Product and Improvements

Exhibit A

Description of Improvements and/or Work Product

As reflected by certain invoices provided below, the costs associated with the Improvements that AK Oakmont LLC wishes to convey to the District include, but are not limited to: pool layout and excavation; pool equipment, construction materials, and plumbing; pool construction labor; amenity center expansion construction; and paving, grading, drainage and utilities.

Furthermore, as reflected by certain invoices provided below, the costs associated with the Work Product that AK Oakmont LLC wishes to convey to the District include, but are not limited to: design development; conceptual site plans and drawings; and professional surveying and mapping.

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CERTIFICATE OF DISTRICT ENGINEER FOR ACQUISITION OF IMPROVEMENTS & WORK PRODUCT (AMENITY EXPANSION)

Board of Supervisors Solterra Resort Community Development District

Re: Solterra Resort Community Development District (Polk County, Florida)
Acquisition of Amenity Expansion Improvements and Work Product

Ladies and Gentlemen:

The undersigned, a representative of Stantec Consulting Services, Inc. ("District Engineer"), as District Engineer for the Solterra Resort Community Development District ("District"), hereby makes the following certifications in connection with the District's acquisition of certain plans, designs, and other work product ("Work Product") and improvements ("Improvements," and together with the Work Product, the "Property") as identified in that certain *Bill of Sale and Limited Assignment* ("Bill of Sale"). The undersigned, an authorized representative of the District Engineer, hereby certifies that:

- 1. I have reviewed certain documentation relating to the Property, including but not limited to, agreements, invoices, plans, and other documents.
- 2. In my opinion, the Property is within the scope of authorized improvements pursuant to Chapter 190, Florida Statutes; the Improvements are an expansion of the existing amenity improvements authorized within the scope of the District's capital improvement plan as set forth in the Supplemental Engineer's Report, dated February 21, 2013, Report of the District Engineer dated August 21, 2014, and Report of the District Engineer, Series 2014, dated December 3, 2014, among other applicable reports related to the future bond series ("Engineer's Report"); the Improvements are capable of performing the functions for which they were intended.
- 3. The total costs associated with the Property are as set forth in the Bill of Sale. Such costs are equal to or less than what was actually paid by AK Oakmont LLC to create and/or construct the Property, and the costs are fair and reasonable, based upon current construction cost estimates.
- 4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

5. With this document, I hereby certify that it is appropriate at this time to recognize the transfer of the Property to the District for ownership, and operation and maintenance responsibilities.

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

STANTEC CONSULTING SERVICES, INC.

By: Ponia Stewart P.F.

Sworn to and subscribed before me this 19 day of September, 2018, by Tonja Stewart, P.E., an authorized representative of Stantec Consulting Services, Inc., who 13 is personally known to me or 14 produced 3etc. as identification.

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of Florica
Commission No. GG 11 3935

My Commission Expires: 10.11.2021

Exhibit ADescription of Improvements and/or Work Product

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		Retainage	\$3,791.80
04/20/2017	Zebec of North America Inc.	30900	\$903.25
	N	TOTAL:	\$1,600,736.67

ACKNOWLEDGMENT AND RELEASE (SOLTERRA RESORT AMENITY EXPANSION – WORK PRODUCT)

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the day of September., 2018, by Bonnett Design Group, LLC, having offices located at 400 South Orlando Avenue, Suite 201, Maitland, Florida 32751 ("Contractor"), in favor of the Solterra Resort Community Development District ("District"), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices located 1060 Maitland Center Commons, Suite 340, Maitland, Florida 32751.

RECITALS

WHEREAS, pursuant to those certain agreements ("Contract") dated December 11, 2015 and between Professional and AK Oakmont LLC, a Florida limited liability company ("Developer"), Professional has created for Developer certain drawings, plans, specifications and related documents and has undertaken services in connection with the construction of certain infrastructure improvements, including, but not limited to, engineering and design work, as described in Exhibit A ("Work Product"); and

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

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

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

- **SECTION 1.** GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
- **SECTION 2. ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
- SECTION 3. USE OF WORK PRODUCT. Provided that the District does not make any revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes.
- SECTION 4. CONTRACT TERMS. Professional hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties or other protections provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that the Professional has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that there are no outstanding requests for payment related to the Work Product and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release

of lien for any payme	ents due to Professional by I	Developer or District for the Work Product.
Section 6.	EFFECTIVE DATE. This R	delease shall take effect upon execution.
		BONNETT DESIGN GROUP, LLC
		By: TOD W. BONNET Its: PRINCIPM / MEMBE.
STATE OF FLORID	A)	
COUNTY OF <u>Ofan</u>	G .	
personally appeared hat said person sign hereof to be his/her f	ned the foregoing instrume free act and deed for the use to me or has produced Float	day of <u>September</u> , 2018, before me of BONNETT DESIGN GROUP, LLC, and ent and severally acknowledged the execution es and purposes therein mentioned. Said person as identification and did
EXECUTED 2018	and sealed in the County 3.	and State named above this 17th day of
		f Colonial C
NOTARIAL SEAL)		Print Name: Lucas Cardona Notary Public, State of Florida My Commission No.: 66170866
Manage.		My Commission Expires: Dec. 26, 2021

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LUCAS CARDONA lotary Public - State of Florida Commission # GG 170866

Exhibit A
Description of Improvements

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07/07/2017	Bonnett Design Group, LLC	1297	\$1,081.25

ACKNOWLEDGMENT AND RELEASE (SOLTERRA RESORT AMENITY EXPANSION – WORK PRODUCT)

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the day of September, 2018, by JAH Architects, LLC, having offices located at 1121 E. Twiggs Street, Suite 200, Tampa, Florida 33602 ("Professional"), in favor of the Solterra Resort Community Development District ("District"), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices located 1060 Maitland Center Commons, Suite 340, Maitland, Florida 32751.

RECITALS

WHEREAS, pursuant to those certain agreements ("Contract") dated December 22, 2015, as revised December 28, 2015, and between Professional and AK Oakmont LLC, a Florida limited liability company ("Developer"), Professional has created for Developer certain drawings, plans, specifications and related documents and has undertaken services in connection with the construction of certain infrastructure improvements, including, but not limited to, engineering and design work, as described in Exhibit A ("Work Product"); and

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

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

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SECTION 6.	EFFECTIVE DATE.	This Release	shall take effect upo	n execution.
		JA	H ARCHITECTS,	LLC
		•		LLC
		/		
		/ 2		11 - 7 - 4
		By Its		ther CEO
STATE OF FLORIDA	A)			
COUNTY OF HILLS	}			
COUNTY OF HILLS	Dorough		4	
I HEREBY C	CERTIFY that on t	his 24th da	v of Septemb	vr. 2018. before me
I HEREBY C personally appeared _	James A. F	uggins, of	JAH ARCHITECTS	S, LLC, and that said
person signed the for	egoing instrument a	nd severally a	acknowledged the ex	ecution thereof to be
his/her free act and de				
known to me or has pan oath.	oroduced		as identification a	nd did (did not) take
				2 14 6
EXECUTED	and sealed in the	County and	State named above	this 24^{+h} day of
September, 2018).			
ELIZABETH E LIND	NER			
Commission # GG 16	55254			
Expires December 4, Bonded Thru Budget Notary :			51.1.15	Luch

(NOTARIAL SEAL)

Print Name: Elizabeth E. Lindner

Notary Public, State of Florida My Commission No.: 66 165 254

My Commission Expires: Dec 4,2021

Exhibit A
Description of Work Product

Date	Contractor	Invoice Number	Amount
1/27/2016	JAH Architects	547-002	\$5,370.00
02/17/2016	JAH Architects	547-003	\$4,070.00
04/13/2016	JAH Architects	547-004	\$10,170.00
05/25/2016	JAH Architects	547-005	\$24,020.00
08/15/2017	JAH Architects	547-007	\$450.00

ACKNOWLEDGMENT AND RELEASE (SOLTERRA RESORT AMENITY EXPANSION – WORK PRODUCT)

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the day of September, 2018, by Kimley-Horn and Associates, Inc., having offices located at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Professional"), in favor of the Solterra Resort Community Development District ("District"), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices located 1060 Maitland Center Commons, Suite 340, Maitland, Florida 32751.

RECITALS

WHEREAS, pursuant to those certain agreements ("Contract") dated December 28, 2015 and between Professional and AK Oakmont LLC, a Florida limited liability company ("Developer"), Professional has created for Developer certain drawings, plans, specifications and related documents and has undertaken services in connection with the construction of certain infrastructure improvements, including, but not limited to, engineering and design work, as described in Exhibit A ("Work Product"); and

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

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

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

- SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
- SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product created by Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
- SECTION 3. USE OF WORK PRODUCT. Provided that the District does not make any revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes.
- SECTION 4. CONTRACT TERMS. Professional hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties or other protections provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that the Professional has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that there are no outstanding requests for payment related to the Work Product and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

KIMLEY-HORN AND ASSOCIATES, INC.

By: Jeanthu Charker

Its: Assistant Secretary

STATE OF FLORIDA

COUNTY OF Pain Low

I HEREBY CERTIFY that on this 1. day of September, 2018, before me personally appeared Sensible (article), of KIMLEY-HORN AND ASSOCIATES, INC., and that said person signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced ______ as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this 16 day of September, 2018.

SOPHIA OLIVIA TORRES
Notary Public – State of Florida
Commission # GG 092173
My Comm. Expires Apr 9, 2021
Bonded through National Notary Assn.

(NOTARIAL SEAL)

Print Name: Sophia Olivia Torres

Notary Public, State of Florida

My Commission No.: My Commission Expires:

Exhibit ADescription of Work Product

Date	Contractor	Invoice Number	Amount
02/29/2016	Kimley-Horn and Associates, Inc.	046259003-0216	\$5,252.50
03/31/2016	Kimley-Horn and Associates, Inc.	46259003-0316	\$5,781.80
04/30/2016	Kimley-Horn and Associates, Inc.	46259003-0416	\$1,432.50
05/31/2016	Kimley-Horn and Associates, Inc.	046259003-0516	\$3,155.00
08/31/2016	Kimley-Horn and Associates, Inc.	046259006-0816	\$1,022.28
08/31/2017	Kimley-Horn and Associates, Inc.	046259003-0817	\$943.49

ACKNOWLEDGMENT AND RELEASE (SOLTERRA RESORT AMENITY EXPANSION – IMPROVEMENTS)

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the day of special of the solution of the

RECITALS

WHEREAS, pursuant to that certain agreement ("Contract") dated July 12, 2016 and between Contractor and AK Oakmont LLC, a Florida limited liability company ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in Exhibit A ("Improvements"); and

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

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

- **SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
- **SECTION 2.** ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
- SECTION 3. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

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

EXECUTIVE POOLS, INC.

By: Rabbel Statzel
Its: Secrete 14
STATE OF FLORIDA) COUNTY OF Pork)
I HEREBY CERTIFY that on this 28 day of, 2018, before me personally appeared, of EXECUTIVE POOLS, INC., and that said person signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced as identification and did (did not) take an oath.
EXECUTED and sealed in the County and State named above this 28 day of , 2018.
LISA MACGREGOR Notary Public - State of Florida Commission # FF 230957 My Comm. Expires Jul 19, 2019 Bonded through National Notary Assn. NOTARIAL SEAL) Print Name: Notary Public, State of Florida My Commission No.: My Commission Expires:

Exhibit A Description of Improvements

Date	Contractor	Invoice Number	Amount
11/16/2016	Executive Pools, Inc.	1268	\$121,876.86
		Retainage	\$13,541.87
12/31/2016	Executive Pools, Inc.	1273	\$159,377.41
		Retainage	\$17,708.60
1/17/2017	Executive Pools, Inc.	1278	\$56,250.86
		Retainage	\$6,250.10
05/18/2017	Executive Pools, Inc.	1300	\$38,760.57
		Retainage	\$4,306.73

ACKNOWLEDGMENT AND RELEASE (SOLTERRA RESORT AMENITY EXPANSION – IMPROVEMENTS)

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the day of the solution of

RECITALS

WHEREAS, pursuant to that certain agreement ("Contract") dated August 23, 2016 and between Contractor and AK Oakmont LLC, a Florida limited liability company ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in Exhibit A ("Improvements"); and

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

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

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

- **SECTION 1.** GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
- **SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
- **SECTION 3.** CONTRACT TERMS. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties or other protections provided therein and to rely upon and enforce any other warranties provided under Florida law.
- SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this

document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

HARDSCAPES 2, INC.

	Zallot
	Its: President
personally appeared <u>Fan morston</u> person signed the foregoing instrument and so his/her free act and deed for the uses and purp known to me or has produced an oath. () EXECUTED and sealed in the Cou	day of
MARIE RENEE RENO Commission # FF 176186 Expires November 27, 2018 Banded Thru Troy Fain Insurance 800-385-7019	Print Name: Notary Public, State of Florida My Commission No.: My Commission Expires:

Exhibit A
Description of Improvements

Date	Contractor	Invoice Number	Amount
10/21/2016	Hardscapes 2, Inc.	APP#1	\$36,555.60
		Retainage	\$4,061.73
11/30/2016	Hardscapes 2, Inc.	20-01242	\$4,254.54
12/14/2016	Hardscapes 2, Inc.	APP#2	\$29,549.33
		Retainage	\$3,283.26
1/31/2017	Hardscapes 2, Inc.	APP #3	\$46,067.29
		Retainage	\$5,118.59
02/22/2017	Hardscapes 2, Inc.	APP #4	\$97,956.80
		Retainage	\$10,884.09
02/28/2017	Hardscapes 2, Inc.	APP #5	\$115,882.07
		Retainage	\$12,875.79
03/31/2017	Hardscapes 2, Inc.	APP #6	\$126,649.45
		Retainage	\$14,072.16
04/30/2017	Hardscapes 2, Inc.	APP #7	\$105,039.70
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Retainage	\$11,671.08
05/31/2017	Hardscapes 2, Inc.	APP #8	\$106,749.26
		Retainage	\$11,861.03
06/30/2017	Hardscapes 2, Inc.	APP #9	\$95,578.96
		Retainage	\$10,619.88
05/21/2018	Hardscapes 2, Inc.	20-01657	\$4,200.00

ACKNOWLEDGMENT AND RELEASE (SOLTERRA RESORT AMENITY EXPANSION – IMPROVEMENTS)

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the A day of 2018, by Yellowstone Landscape-Southeast LLC, having offices located at 3235 November 1 3210 ("Contractor"), in favor of the Solterra Resort Community Development District ("District"), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices located 1060 Maitland Center Commons, Suite 340, Maitland, Florida 32751.

RECITALS

WHEREAS, pursuant to that certain agreement ("Contract") dated October 13, 2016 and between Contractor and AK Oakmont LLC, a Florida limited liability company ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in Exhibit A ("Improvements"); and

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

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

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

- **SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
- **SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
- SECTION 3. CONTRACT TERMS. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties or other protections provided therein and to rely upon and enforce any other warranties provided under Florida law.
- SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this

document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

EFFECTIVE DATE. This Release shall take effect upon execution. SECTION 5. YELLOWSTONE LANDSCAPE-SOUTHEAST LLC STATE OF FLORIDA COUNTY OF Flooler I HEREBY CERTIFY that on this A day of september, 2018, before me personally appeared constant Adorpost, of Yellowstone Landscape-Southeast LLC, and that said person signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced as identification and did (did not) take an oath. EXECUTED and sealed in the County and State named above this | day of September, 2018. L. SAMANTHA PINZON MOTARY PUBLIC STATE OF FLORIDA Expires 12/1/2018 Print Name: Notary Public, State of Florida (NOTARIAL SEAL) My Commission No.: My Commission Expires:

Exhibit A
Description of Improvements

Date	Contractor	Invoice Number	Amount
05/17/2017	Yellowstone Landscape – Southeast, LLC	Pay App #1	\$3,600.00
		Retainage	\$400.00
05/17/2017	Yellowstone Landscape – Southeast, LLC	Pay App #2	\$88,840.82
		Retainage	\$9,871.20
08/24/2017	Yellowstone Landscape – Southeast, LLC	Pay App #3	\$13,524.46
		Retainage	\$1,502.72
08/24/2017	Yellowstone Landscape – Southeast, LLC	Pay App #4	\$5,577.12
		Retainage	\$619.68
08/24/2017	Yellowstone Landscape – Southeast, LLC	Pay App #5	\$34,126.20
		Retainage	\$3,791.80

BILL OF SALE AND LIMITED ASSIGNMENT (SOLTERRA RESORT AMENITY EXPANSION — IMPROVEMENTS AND WORK PRODUCT)

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of September 2017, by AK Oakmont LLC, a Florida limited liability company with an address of 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401 ("Grantor"), and for good and valuable consideration, to it paid by the Solterra Resort Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with an address of 1060 Maitland Center Commons, Suite 340, Maitland, Florida 32751 ("District" or "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

BACKGROUND STATEMENT

This instrument is intended to convey certain property rights related to certain amenity expansion improvements and work product constructed by Grantor pursuant to that certain *Amenity Center Expansion & Easement Agreement* dated February 2, 2016, all of which are located on or within the following property (collectively, "**Property**"):

Tract FD4, identified on the plat known as Oakmont Phase 1, recorded in Plat Book 148, Pages 16, et seq. of the Official Records of Polk County, Florida.

NOW THEREFORE, for good and valuable considerations, 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 following improvements and other property interests as described below (hereinafter collectively items a. through d., the "Improvements," and together with items e. through g., the "Property") to have and to hold for Grantee's own use and benefit forever:
 - a. Restaurant expansion of existing Clubhouse, as depicted in Exhibit A; and
 - b. Lazy river and associated appurtenances, as depicted in **Exhibit A**; and
 - c. All lighting, signage, entry monuments and features (collectively, "Hardscape"), and related improvements, now a part of the Property; and
 - d. All plants, trees, timber, shrubbery, and other landscaping, and associated lighting (collectively, "Landscape"), now a part of the Property; and
 - e. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all plans, designs, construction and development drawings, engineering and soil reports and studies, surveys, testing, permits, approvals, and work product relating to the Improvements (together, "Work Product"); and

- f. 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 Work Product and Improvements; and
- g. All goodwill associated with the foregoing.
- 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. 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 NEXT PAGE]

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

Signed, sealed and delivered by:

WITNESSES AK OAKMONT LLC, A FLORIDA LIMITED LIABILITY **COMPANY** By: By: Name Name: JAREO Title: Title: By: Name: Title: STATE OF FWAIDS COUNTY OF HILLSBOROUTH The foregoing instrument was acknowledged before me this 5th day of Statute, 2018, by James P. Halvey, who [] is personally known to me or [] produced ______ as identification. Notary Public State of Florida Notary Public Signature Bryon T LoPreste My Commission FF 943080 Expires 01/27/2020 BAYONT, WARESTE (Name typed, printed or stamped) Notary Public, State of From Or Commission No. Fgy3080 My Commission Expires: 0,21, 20

Exhibit A – Description of Improvements and/or Work Product

Exhibit A

Description of Improvements and/or Work Product

As reflected by certain invoices provided below, the costs associated with the Improvements that AK Oakmont LLC wishes to convey to the District include, but are not limited to: pool layout and excavation; pool equipment, construction materials, and plumbing; pool construction labor; amenity center expansion construction; and paving, grading, drainage and utilities.

Furthermore, as reflected by certain invoices provided below, the costs associated with the Work Product that AK Oakmont LLC wishes to convey to the District include, but are not limited to: design development; conceptual site plans and drawings; and professional surveying and mapping.

[Invoice Summary on Next Page]

Date	Contractor	Invoice Number	Amount
03/16/2017	Admiral Outdoor Furniture	ACFQ42178	\$6,766.92
05/09/2017	Admiral Outdoor Furniture	242067	\$6,766.92
10/23/2017	Air Flow Designs Heating & Air Conditioning	1142584	\$10,905.00
11/30/2015	Bonnett Design Group, LLC	817	\$2,375.00
1/31/2016	Bonnett Design Group, LLC	855	\$3,250.00
2/15/2016	Bonnett Design Group, LLC	867	\$2,932.44
2/29/2016	Bonnett Design Group, LLC	856	\$2,875.00
3/22/2016	Bonnett Design Group, LLC	889	\$2,937.50
5/6/2016	Bonnett Design Group, LLC	911	\$8,812.50
07/07/2017	Bonnett Design Group, LLC	1297	\$1,081.25
07/31/2017	Envera Systems	INV605	\$19,981.53
11/16/2016	Executive Pools, Inc.	1268	\$121,876.86
		Retainage	\$13,541.87
12/31/2016	Executive Pools, Inc.	1273	\$159,377.41
		Retainage	\$17,708.60
1/17/2017	Executive Pools, Inc.	1278	\$56,250.86
		Retainage	\$6,250.10
05/18/2017	Executive Pools, Inc.	1300	\$38,760.57
		Retainage	\$4,306.73
04/25/2017	Faulkner Engineering Services, Inc.	FES9267	\$564.00
1/22/2016	G.B. Collins Engineering, PA	1400	\$6,000.00
02/15/2016	G.B. Collins Engineering, PA	1454	\$1,500.00
03/17/2016	G.B. Collins Engineering, PA	1548	\$2,000.00
04/14/2016	G.B. Collins Engineering, PA	1620	\$810.00
11/30/2016	GeoPointe Surveying, Inc.	32603	\$1,082.50
12/31/2016	GeoPointe Surveying, Inc.	33132	\$250.00
03/31/2017	GeoPointe Surveying, Inc.	34955	\$1,400.00
04/30/2017	GeoPointe Surveying, Inc.	35466	\$280.00
08/31/2017	GeoPointe Surveying, Inc.	38285	\$770.00
09/30/2017	GeoPointe Surveying, Inc.	38693	\$125.00
10/21/2016	Hardscapes 2, Inc.	APP #1	\$36,555.60
		Retainage	\$4,061.73
11/30/2016	Hardscapes 2, Inc.	20-01242	\$4,254.54
12/14/2016	Hardscapes 2, Inc.	APP #2	\$29,549.33
-		Retainage	\$3,283.26
1/31/2017	Hardscapes 2, Inc.	APP #3	\$46,067.29
		Retainage	\$5,118.59
02/22/2017	Hardscapes 2, Inc.	APP #4	\$97,956.80
		Retainage	\$10,884.09
02/28/2017	Hardscapes 2, Inc.	APP #5	\$115,882.07

	1	Retainage	\$12,875.79
03/31/2017	Hardscapes 2, Inc.	APP #6	\$126,649.45
		Retainage	\$14,072.16
04/30/2017	Hardscapes 2, Inc.	APP #7	\$105,039.70
		Retainage	\$11,671.08
05/31/2017	Hardscapes 2, Inc.	APP #8	\$106,749.26
		Retainage	\$11,861.03
06/30/2017	Hardscapes 2, Inc.	APP #9	\$95,578.96
		Retainage	\$10,619.88
05/21/2018	Hardscapes 2, Inc.	20-01657	\$4,200.00
1/27/2016	JAH Architects	547-002	\$5,370.00
02/17/2016	JAH Architects	547-003	\$4,070.00
04/13/2016	JAH Architects	547-004	\$10,170.00
05/25/2016	JAH Architects	547-005	\$24,020.00
08/15/2017	JAH Architects	547-007	\$450.00
02/29/2016	Kimley-Horn and Associates, Inc.	046259003-0216	\$5,252.50
03/31/2016	Kimley-Horn and Associates, Inc.	46259003-0316	\$5,781.80
04/30/2016	Kimley-Horn and Associates, Inc.	46259003-0416	\$1,432.50
05/31/2016	Kimley-Horn and Associates, Inc.	046259003-0516	\$3,155.00
08/31/2016	Kimley-Horn and Associates, Inc.	046259006-0816	\$1,022.28
08/31/2017	Kimley-Horn and Associates, Inc.	046259003-0817	\$943.49
05/08/2017	Masterpiece Design Group LLC	R05-17-007	\$4,700.00
09/20/2017	Nationwide Protective Services, Inc.	12498	\$1,080.00
7/25/2016	Polk County BOCC	CR072216	\$1,150.00
11/22/2016	Polk County BOCC	CR112216	\$3,110.14
4/27/2016	Polk County Health Department	CR042616	\$150.00
6/10/2016	Polk County BOCC	EXP/061016	\$363.95
01/25/2016	Porter Geographical Positioning and Surveying, Inc.	7040	\$1,800.00
08/15/2017	Spot on Carpet & Tile Cleaning	170815512	\$100.00
08/30/2017	Steve's Electric, Inc.	803	\$4,300.00
12/19/2017	Steve's Electric, Inc.	161	\$600.00
12/19/2017	Steve's Electric, Inc.	162	\$2,800.00
12/20/2017	Steve's Electric, Inc.	173	\$1,688.59
05/17/2017	Yellowstone Landscape – Southeast, LLC	Pay App #1	\$3,600.00
		Retainage	\$400.00
05/17/2017	Yellowstone Landscape – Southeast, LLC	Pay App #2	\$88,840.82
		Retainage	\$9,871.20
08/24/2017	Yellowstone Landscape – Southeast, LLC	Pay App #3	\$13,524.46
		Retainage	\$1,502.72

08/24/2017	Yellowstone Landscape – Southeast, LLC	Pay App #4	\$5,577.12
		Retainage	\$619.68
08/24/2017	Yellowstone Landscape – Southeast, LLC	Pay App #5	\$34,126.20
		Retainage	\$3,791.80
04/20/2017	Zebec of North America Inc.	30900	\$903.25 ·
		TOTAL:	\$1,600,736.67

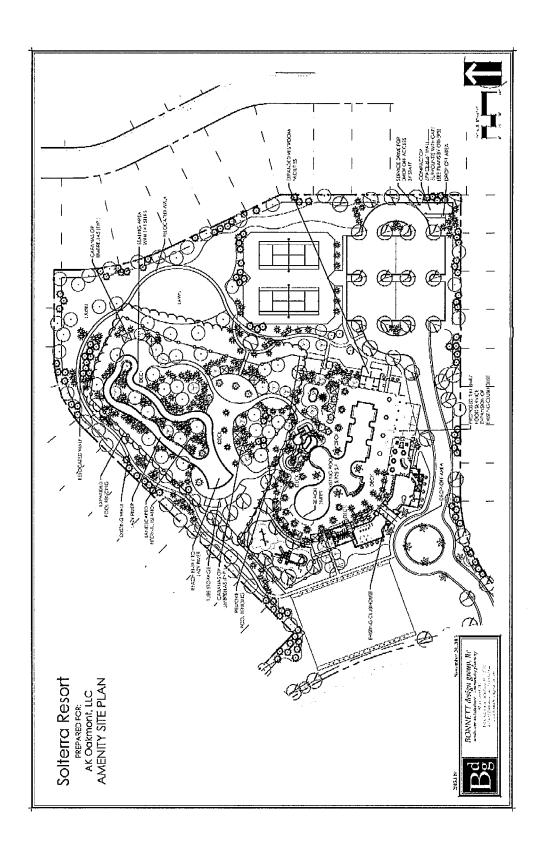


Exhibit C:

Requisition #2018-01

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

SPECIAL ASSESSMENT BONDS, SERIES 2018 (Series 2018/Phase 2B Project)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Solterra Resort Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association (the "Trustee"), dated as of March 1, 2007, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of September 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Identify Acquisition Agreement, if applicable: 2018 Acquisition Agreement
- (C) Name of Payee:

AK OAKMONT LLC

c/o WELLS FARGO BANK N.A. 420 Montgomery San Francisco, CA 94104 ABA #121000248 FOR CREDIT TO: AK OAKMONT LLC ACCOUNT #4122339278

- (D) Amount Payable: \$3,290,406.96
- (E) Purpose for which paid or incurred:

Acquisition of Phase 2A-2 Utilities	\$256,899.20
Acquisition of Phase 2C1 Utilities	\$551,059.97
Acquisition of Phase 2A-2 Roadways & Drainage	\$276,729.34
Acquisition of Amenity Expansion Improvements	\$1,426,000.00
TOTAL:	\$3,290,406.96

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2018 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,

2.	each disbursement set forth above is a proper charge against:
	X Series 2018 Acquisition and Construction Account
	Series 2018 Phase 2B Subaccount
3.	each disbursement set forth above was incurred in connection with:
	X the Costs of the Series 2018 Project
	the Costs of the Phase 2B Project
the District n	ndersigned hereby further certifies that there has not been filed with or served upon totice of any lien, right to lien, or attachment upon, or claim affecting the right to tent of, any of the moneys payable to the Payee set forth above, which has not been ill not be released simultaneously with the payment hereof.
representing	undersigned hereby further certifies that such requisition contains no item payment on account of any retained percentage which the District is at the date of te entitled to retain.
	ned hereto are copies of the invoice(s) from the vendor of the property acquired or endered with respect to which disbursement is hereby requested.
	SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
	By: Responsible Officer October 4, 2018 CONSULTING ENGINEER'S APPROVAL FOR
	NON-COST OF ISSUANCE REQUESTS ONLY
Consulting E Project and is	sition is for a disbursement other than for Costs of Issuance, the undersigned ngineer hereby certifies that this disbursement is for a Cost of the Series 2018 consistent with: (i) the applicable Acquisition Agreement, and (ii) the report of the ngineer, as such report shall have been amended or modified.
	Consulting Engineer

2.	each disbursement set forth above is a proper charge against:
	X Series 2018 Acquisition and Construction Account
	Series 2018 Phase 2B Subaccount
3.	each disbursement set forth above was incurred in connection with:
	X the Costs of the Series 2018 Project
	the Costs of the Phase 2B Project
the District no receive payme	ndersigned hereby further certifies that there has not been filed with or served upon otice of any lien, right to lien, or attachment upon, or claim affecting the right to ent of, any of the moneys payable to the Payee set forth above, which has not been ll not be released simultaneously with the payment hereof.
representing p	andersigned hereby further certifies that such requisition contains no item bayment on account of any retained percentage which the District is at the date of e entitled to retain.
Attach the services re	ed hereto are copies of the invoice(s) from the vendor of the property acquired or ndered with respect to which disbursement is hereby requested.
	SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
	By: Responsible Officer Date:
	CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY
	tion is for a disbursement other than for Costs of Issuance, the undersigned agineer hereby certifies that this disbursement is for a Cost of the Series 2018

If this requisition is for a disbursement other than for Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable Acquisition Agreement, and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consuling Engineer

SOLTERRA RESORT DEVELOPER FUNDED CONSTRUCTION REQUISITIONS

2015-01 CF	Duke Energy	10/1/2015	\$ 2,609.18	10/1/2015
2015-02 CF	Hayes Pipe	10/5/2015	\$ 358,192.50	10/5/2015
2015-03 CF	Barney's Pump	8/19/2015	\$ 63,360.00	10/5/2015
2015-04 CF	Kimley-Horn	10/31 - 11/30/14	\$ 5,446.99	9/30/2015
2015-05 CF	The Kearney	10/31/2015	\$ 28,817.03	11/19/2015
2015-06 CF	Willis	11/11/2015	\$ 300.00	11/23/2015
2015-07 CF	Polk County	10/30/2015	\$ 2,875.00	11/23/2015
2015-08 CF	The Kearney CO #11	11/2/2015	\$ 8,977.50	11/30/2015
2015-09 CF	The Kearney PA #8	12/11/2015	\$ 64,318.57	12/16/2015
2015-11 CF	The Kearney CO #9	12/1/2015	\$ 119,297.09	2/16/2016
2015-12 CF	The Kearney CO PA #10	12/9/2015	\$ 119,297.09	2/16/2016
2015-13 CF	The Kearney CO	2/24/2016	\$ 6,227.50	3/7/2016

TOTAL: \$779,718.45

BILL OF SALE AND LIMITED ASSIGNMENT (SOLTERRA PHASE 2A2 – UTILITIES)

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this day of June, 2018, by and between AK Oakmont LLC, a Florida limited liability company, whose address for purposes hereof is 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401 ("Grantor"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the Solterra Resort 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 Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

BACKGROUND STATEMENT

This instrument is intended to convey certain improvements described below and located within the boundaries of the proposed plat ("Plat") known as Solterra Phase 2A2, attached hereto as Exhibit A.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other 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 following improvements and other property interests as described below to have and to hold for Grantee's own use and benefit forever:
 - a. All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, equipment and appurtenances hereto; all potable water lines, including but not limited to all pipes, fittings, valves, services, tees, equipment and appurtenances thereto; and, all reclaimed water lines, pipes, fittings, valves, services, tees, equipment and appurtenances thereto, in each case located within or upon right of ways designated as Broad Oak Drive, Oakwood Street and Oak Shadow Court identified in the proposed plat known as Solterra Phase 2A2, attached hereto as **Exhibit B** ("Improvements"); 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; and
 - c. All goodwill associated with the foregoing.

- 2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are 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 Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
- 3. Except as otherwise separately agreed to in writing by Grantor, 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 Improvements, 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 NEXT 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:

Wľ	ΓN	ES	SES
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AK OAKMONT LLC, a Florida limited liability company

By: Cardice Smith

Name: Cardice Smith

Title: D Manager

Name: Jange P. Harry
Title: Vice Parion & Avitorica Simarany

By: Name. JON SEIFEL

Title: And LAND MANAGER

STATE OF FLORIDA COUNTY OF HILLS BY OUT H

The foregoing instrument was acknowledged before me this 25 day of we , 2018, by Tanks P. Harry , who [1] is personally known to me or [] produced as identification.

Notary Public State of Ffortier

Notary Public State of Ffortier

Bryon T LoPreste

My Commission FF 943080

Expires 01/27/2020

Notary Public Signature

(Name typed, printed or stamped) Notary Public, State of flagger

Commission No. ffq 43080
My Commission Expires: 012725

EXHIBIT A

PAGE NO.

PLAT

The data econdromaly approved the day of AD2010 in spen methog of the Board of County. Plane The payor recines self-of boards in december and entered one at concliner have been set these.

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SURVEYOR'S CERTIFICATION

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COUNTY DOWNSHON STATE OF FLORIDA COUNTY OF POLK

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POLK COUNTY, PLONIDA SECTION 10, TOWNSHIP 25 SOUTH, RANGE 27 EAST

LEDICATION: The instance, a Ceneral of the land described into a spil description to see hereby dedicates the part of BCLEBPA PARSE 242 for re the spiral and debate the Makeway.

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SOLTERA RESDET COMMUNEY DEVELOPMENT DISTRICT JAMES P. HARVEY CHAIRMAN

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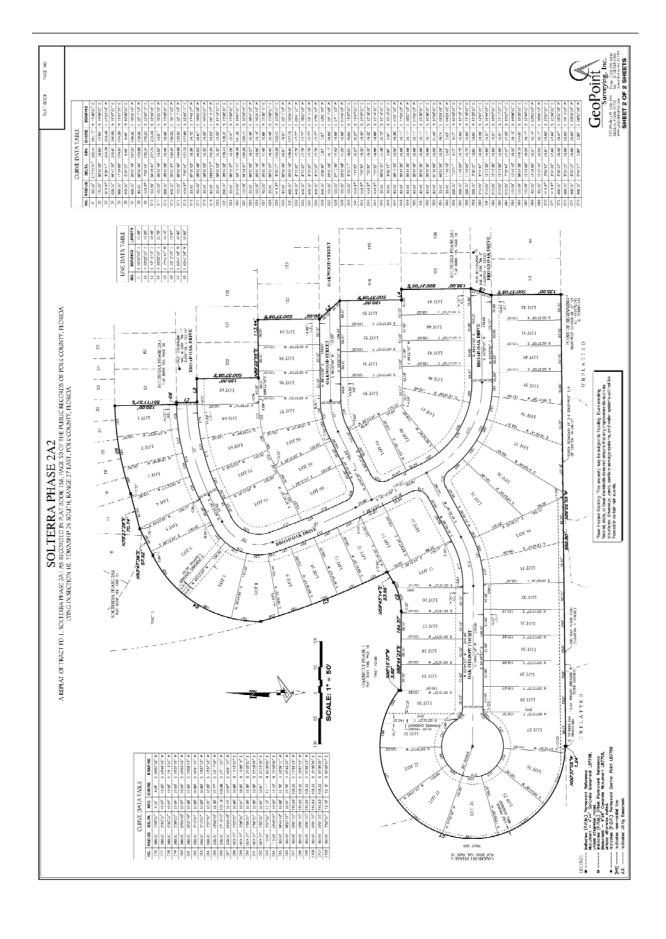


Exhibit B

Description of Improvements Solterra Phase 2A2

Utility Improvements – All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, equipment and appurtenances hereto; all potable water lines, including but not limited to all pipes, fittings, valves, services, tees, equipment and appurtenances thereto; and, all reclaimed water lines, pipes, fittings, valves, services, tees, equipment and appurtenances thereto, in each case located within or upon the right of ways designated as Broad Oak Drive, Oakwood Street and Oak Shadow Court identified in the proposed plat known as Solterra Phase 2A2, attached hereto as **Exhibit B**.

Improvement	ement Contractor		Amount	Retainage
Wastewater	Wastewater The Kearney Companies, LLC		\$76,513.22	\$3,825.66
Potable Water	The Kearney Companies, LLC	Pay App #5	\$116,600.46	\$5,830.02
Reclaimed Water	The Kearney Companies, LLC	Pay App #5	\$63,785.52	\$3,189.28
		TOTAL:	\$256,899.20	\$12,844.96

GRAND TOTAL OF IMPROVEMENTS: \$256,899.20

BILL OF SALE AND LIMITED ASSIGNMENT (SOLTERRA PHASE 2C1 – UTILITIES)

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this day of August, 2018, by and between AK Oakmont LLC, a Florida limited liability company, whose address for purposes hereof is 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401 ("Grantor"), and for good and valuable consideration, to it paid by the Solterra Resort 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 Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

BACKGROUND STATEMENT

This instrument is intended to convey certain improvements described below and located within the boundaries of the proposed plat ("Plat") known as Solterra Phase 2C1, attached hereto as Exhibit A.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other 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 following improvements and other property interests as described below to have and to hold for Grantee's own use and benefit forever:
 - a. All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, equipment and appurtenances hereto; all potable water lines, including but not limited to all pipes, fittings, valves, services, tees, equipment and appurtenances thereto; and, all reclaimed water lines, pipes, fittings, valves, services, tees, equipment and appurtenances thereto, in each case located within or upon right of ways designated as Broad Oak Drive, Oakwood Street and Oak Shadow Court identified in the proposed plat known as Solterra Phase 2C1, attached hereto as **Exhibit B** ("**Improvements**"); 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; and
 - c. All goodwill associated with the foregoing.

- 2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are 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 Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
- 3. Except as otherwise separately agreed to in writing by Grantor, 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 Improvements, 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 NEXT 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:

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AK OAKMONT LLC, a Florida limited liability company

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Name: Joines P. Harvey
Title: Vice President

Ву:	L		A/		
	Name:	Bred	25.1.19	ድ <i>ን</i> ጽ	
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The foregoing instrument was acknowledged before me this 3rd day of Aug., 2018, by Instrument, who [1] is personally known to me or [] produced ______ as identification.



Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of france
Commission No. ffgy3080
My Commission Expires: 012740

Exhibit A

Description of Improvements Solterra Phase 2C1

Utility Improvements – All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, equipment and appurtenances hereto; all potable water lines, including but not limited to all pipes, fittings, valves, services, tees, equipment and appurtenances thereto; and, all reclaimed water lines, pipes, fittings, valves, services, tees, equipment and appurtenances thereto, in each case located within or upon the right of ways designated as Oak Blossom Drive, Oak Bluff Drive, Oak Crest Street, Oak Marsh Street, and Oak Marsh Loop, identified in the proposed plat known as Solterra Phase 2C1, attached hereto as **Exhibit B**.

Improvement	Contractor	Invoice	Amount	Balance to	Retainage
				Finish	
Wastewater	The Kearney Companies, LLC	Pay App #7	\$208,272.92	\$662.74	\$10,413.65
Potable Water	The Kearney Companies, LLC	Pay App #7	\$190,361.65	\$2,808.53	\$9,518.08
Reclaimed	The Kearney Companies,	Pay App #7	\$152,425.40	\$0.00	\$7,621.27
Water	LLC				
		TOTAL:	\$551,059.97	\$3,471.27	\$27,553.00

GRAND TOTAL OF IMPROVEMENTS: <u>\$551,059.97</u>

EXHIBIT B

SOLTERRA PHASE 2C-1

LYING IN SECTIONS 10 AND 15, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA

DESCRIPTION, A parcel of land lying in Sections 10 and 15. Township 26 South, Range 27 East, Poli, County, Florida, and being more

BEGIN at the Southwest corner of said Section 10, thence along the East boundary of the Northwest 144 of said Section 15, 5,00°2041W, it distance of 427 GB feet; thence N.83°20519W, a distance of 1200 GS feet; thence N.83°22017W, a distance of 1101 A9 feet to a point on the Seat boundary of SOUTERRAP ANSEC 2A1, according to the plat thereof, as recorded in Pilla South 55, raiges 50 of the Public Records of Pilla South 500 CT (1100 CT) and 1100 CT (1100 CT) a hence Statisty, 2000 Hest storp the are of a targest cause to be 17 yr., a guarance or 19 yr. accept medical RAT 12/2072. a distance or 169,55 leef.

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- B. Emproof to Plants Power Corporation recorded in Deed Bank 860, Page 199 and Deed Bank 864, Page 2172 and Parties Research and Security Research and Security Research and Security Research of Page 2024, Page 1824, Page 1824, Page 2027, Report of Page County, Montage
- Southwest Florida Wales Management District Recogning the Soundaines of the Reson River Bear Inscribed September 21, 1975 on William Security, Rosalds. 1985, Flags 1965, Ratio Records of Risk County, Rosalds.
- It belies if Batishhmers of the Ostmore Done Community Equationant Collect securities August 15, 2004 in Official Securities (see 1916, Figg. 1914), These August 16, 2004 in Official Securities (see 1916), Reg. 1914, These August 16, 2004 in Official Securities (see 1916), Reg. 1914, These August 16, 2004 in Official Securities (see 1916), Reg. 1914, These August 16, 2004 in Official Securities (see 1916), Reg. 1914, Securities (see 1916), Reg. 1914, Securities (see 1914), Reg. 1914, Reg. 1914
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- 1. Communication Reserved recorded Criticis 9, 2005 in Official Records Print 1003, Page 2023, Rubb Records of Refs Clausey, Floreta.
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- | Neproted Notice of Diversimental Managina Nerth Associated Outside St., 2015, in Philade Records Back, Rept. 2112, Public Records of Role County, Notice Records of Role County, Notice
- is the most factor of Environmental Resilience Plantal in most May 17: 2016 in Official Residue food 9524, Page 2123, Public Residue (FPD) (Poorty in

SITE

POLK COUNTY, FLORIDA SECTION 10 & 15, TOWNSHIP 26 SOUTH, RANGE 27 EAST

DEDICATION

The undersigned, sections of the land described in the legal described in the legal described frequent interests described the past of SCLTERRA PHASE 2C-1 for record, closed feerby state and destribe the following:

Private Right of Way, sketched on GAM 64.000000 DOWN, DAM GLUET DRIVE GAM COSTOT PRIBETT DAM WARREST TRESTED AND DAM MARREST LOOP of therein the Tender delegated to Silbertine Stephen Fermiorens in Admission. The "Proceedings" to develope an installation. A privated internoceasine seasoning representation as it provide costs and register development and market to Dam Gooden, to be secretarily and to their expressable antivities the benefit of storming of policys services. The personal control of the Coston, to be secretarily and to their expressable antivities the benefit of storming of policys services, the personal control of the cost of the co

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AX CAKNONT, LLC. a. Floride limited licelity company - OWNER

JAMES P. HARVEY	Witchel	Witness	

ACKNOWLESSEMENT State of Floring, County of Hillingarningh

Natury Public, Slate of Florida at Longe	My Commission express
Plinted Nome of Haldry	Commission (Number)

JAMES P. HARVEY

LINATISM)
ACKNOWLEDGEMENT State of Florios, Doorty of Histogrouph
The Invegoring instrument was acknowledged select ros this asy at

Notery Public, State at Flexible at Large

Printed Name of Notory

W Commission satires:

COUNTY CONNECTIONS & CONDITIONAL APPLICATION STATE OF FLORIDA COUNTY OF HOLK

The part is continuously approved the ____sey df____s.D. part in spen meaning of the Bland JP County Commissions of the County Florida. The part and nonlinear feet approved from the Associated Letter is consistent time them a uniform.

PLAT BOOK

PAGE NEL

BOARD OF DOLINTY COMMISSIONERS Aftean

Otanjere: Dirk

COLUMN COMMISSIONERS APPROVAL STATE OF FLORIDA COUNTY OF POLK

AD 2016 by the Dissipation of the Found of County Con-

ROARD-DE DOLIVITY COMMISSIONERS APTEST

Drayperson Cars

DOUNTY ELEVEYORS AMOUNT

Tringating Jenn money and buyots common by a money of the process of Carliff (Tring) through the second of the process of the

Sam L. Dieman, P.S.M. 99807

CLERK OF THE CHICKY COURT STATE OF FLORIDA COUNTY OF POLK

By: Chef. of the Cheat Court

County Extension

DOWNLY ON HOTH BLYLE OF LYCHON DOWNLY ON HOTH DOWNLY ON HOTH

The pull is family approved by the Point Courty Experies

LAND DEVELOPMENT DIVINION APPROVAL STATE OF PLOHIDA DOUNTY OF POLY.

The diel of family approved by the Lord Dissession

By Land Development Densiry Disease

SURVEYOR'S CERTIFICATION

i, the propriet surveyor, harety settly that the Plotted Subdivision is a parent representation of the find pellog subdivision, that this past was prepared uniter my direction and supervision; that this plot complies with all the requirements of Chapter 17% Port is Playlob Statutes, and the Plok Doubly Land Devicionment Code, that permission inference monuments (PMM) were set

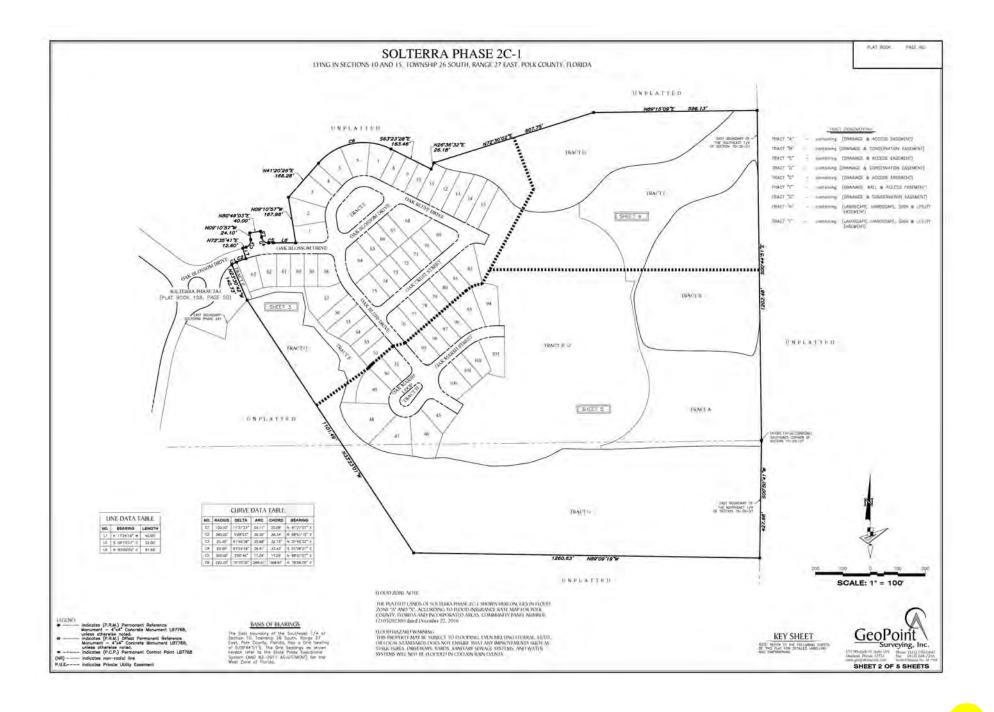
on the Ooty of Ook of somers have been set as all be set per requirements of Tinido Statute or in inconduces with conditions of beautiful.

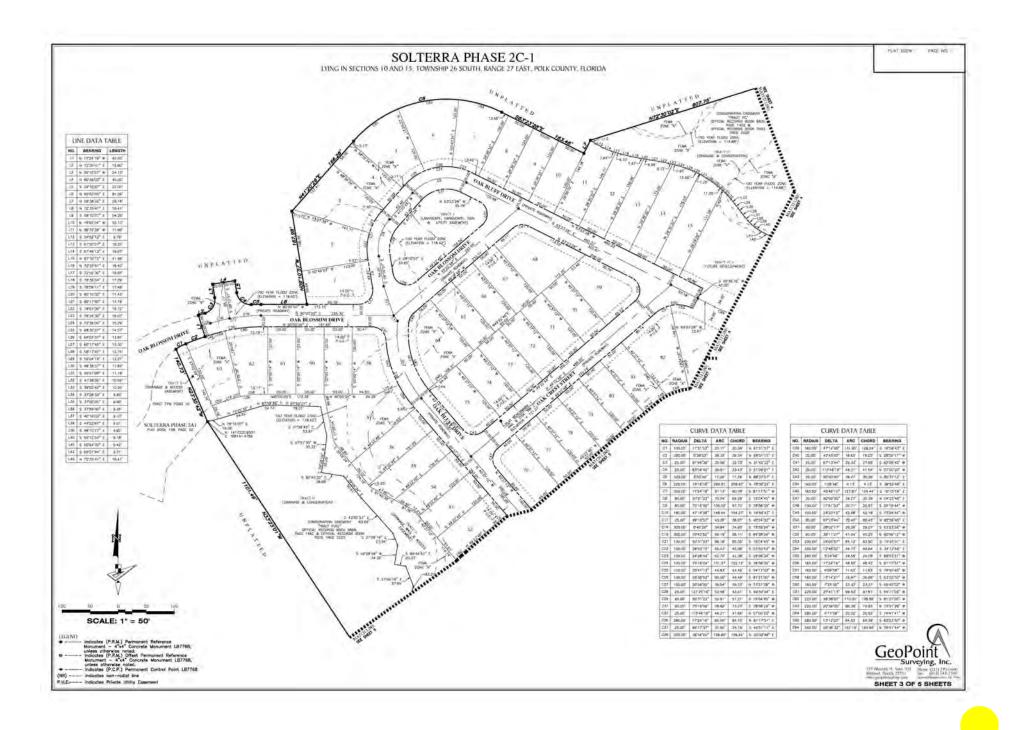
somes D. Leviner, (License No. 156915) Florido Professional Surveyor and Mooper



SHEET 1 OF 5 SHEETS

(DTC) The plot, or recorded in its graphic form, is the efficiend depiction the subdivised lands described herein and will in no aircamstances austrated in authority by any other graphic or digital form of the plot. There may be additional restrictions that are not recorded on any last may be found in the Fulls Secrets of Self Courty.

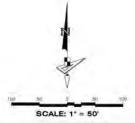




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1241 6 30'00'40' 0 828'
1242 6 10'00'40' 0 828'
1243 6 2790'10' 0 920'
1244 0 50'40'15' 0 925' 156 N 7811/03' F 1045' UNPLATTED N89'15'09'E 596.13' TR3 # ESPLING, T 818. UNPLATTED (241) # 35"56") I" (186 # 50'26"15" E BAF 186 # 6815192" E 10.02" 1246 W 37037367 C 8167 1246 W 3713737 C 8467 1250 W 38736737 C 8167 1254 W 38736737 C 8167 1274 W 38736737 C 8167 1) # 9239,02, E 1038, 170 4 5713'46" L 173 N ARTEGOT A 18.85 1254 # 5754701" E 8321 175 N 873016"1 10.36 176 K 4703'50' E 16.30' 177 N 40'38'41' E 16.17' 178 N 40'91'36" E TOJOS" 1256 8 457777" (0.85) 1257 8 503658" (9.56) THE H 45-10/24, 4 MIR. 9.40 1256 9 2534,01 131 A 4704'32" F 9.86 7525 # 94.54.24, 7529 # 96.38.34, 1363 H. 35:13/57" E. 1281 + egneror s 12,65 1762 9 ANTHON 2 1225 1264 A TRIETA' 2 1225 1264 A TRIETA' 2 14451 186 6 6211'46' E 10 40'

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1217 % 34'47'04" E 1279 + 3745'14" (15.36' 1280 + 14"15'14" (15.36'

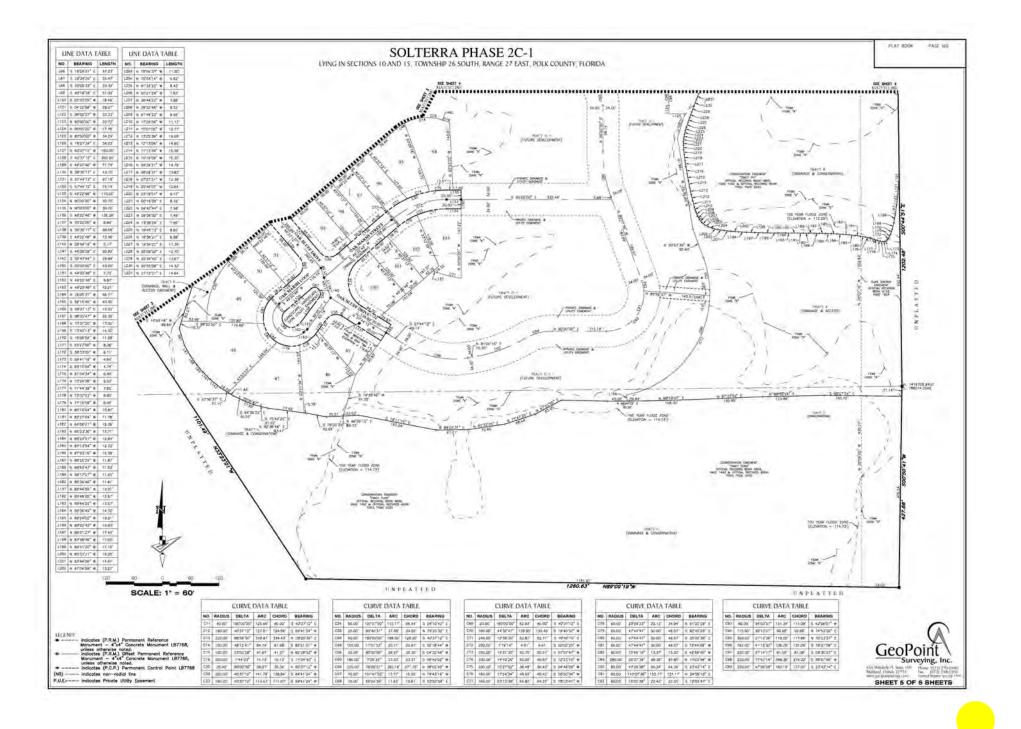
284 5 47'00'04" E 1288 5 60'09'12" 4 21.00'

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Monument - 4 4 Concrets Manument LB7768, unless otherwise noted, edicates (P.R.M.) Offest Permonent Reference Monument - 4 x 5 Concrete Monument LB7768, unless otherwise noted.

Indicates (P.C.P.) Permonent Control Point LB7768

(NR) ---- indicates non-radial line P.U.E --- Indicates Private Utility Equipment



BILL OF SALE AND LIMITED ASSIGNMENT (SOLTERRA PHASE 2A2 – ROADWAYS AND DRAINAGE)

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this ____ day of _____, 2018, by and between AK Oakmont LLC, a Florida limited liability company, whose address for purposes hereof is 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401 ("Grantor"), and for good and valuable consideration, to it paid by the Solterra Resort 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 Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

BACKGROUND STATEMENT

This instrument is intended to convey certain improvements described below and located within the boundaries of the proposed plat ("Plat") known as Solterra Phase 2A2, attached hereto as **Exhibit A**.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other 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 following improvements and other property interests as described below to have and to hold for Grantee's own use and benefit forever:
 - a. All roadway improvements including paving, curb, gutter, and storm piping, all as located within the public rights-of-way designated as Broad Oak Drive, Oakwood Street and Oak Shadow Court, identified in the proposed plat known as Solterra Phase 2A2, attached hereto as **Exhibit B** ("Improvements"); 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; and
 - c. All goodwill associated with the foregoing.
- 2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are 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 Improvements; and (iv) the Grantor will warrant and defend the sale of the

Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

- 3. Except as otherwise separately agreed to in writing by Grantor, 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 Improvements, 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 NEXT 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

AK OAKMONT LLC, a Florida limited liability company

By: Cardice Smith
Title: Land Deu- Mannage

Name: James P. Harvey
Title: Vice President

By: Name:

Name: Brus I lula
Title:

STATE OF FURNISH COUNTY OF HILLS BURGUETH

The foregoing instrument was acknowledged before me this 3rd day of Aug., 2018, by TAME, I. HARVEY, who I is personally known to me or [] produced ______ as identification.

NOTARY SEAL Notary Public State of Florida
Notary Public State of Florida
Bryon T LoPreste
My Commission FF 943080
Expires 01/27/2020

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of FLORIDA

Commission No. 8 943080

My Commission Expires: Diviso

Exhibit A

Description of Improvements Solterra Phase 2A2

Utility Improvements – All roadway improvements including paving, curb, gutter, and storm piping, all as located within the public rights-of-way designated as Broad Oak Drive, Oakwood Street and Oak Shadow Court, identified in the plat known as Solterra Phase 2A2, recorded in Plat Book 168, Page 36, of the Official Records of Polk County, Florida.

Improvement	Contractor	Invoice	Amount	Balance to Finish	Retainage
Streets	The Kearney Companies, LLC	Pay App #7	\$185,886.91	\$2,047.55	\$9,293.35
Drainage	The Kearney Companies, LLC	Pay App #7	\$90,842.43	\$0.00	\$4,542.12
		TOTAL:	\$276,729.34	\$2,047.55	\$13,835.47

GRAND TOTAL OF IMPROVEMENTS: \$276,729.34



INSTR # 2018168278
BK 168 Ps 36-37 PG(s)2
RECORDED 08/07/2018 01:35:01 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$45.00
RECORDED BY tinacon1

Plat Name: SOLTERRA PHASE 2A2

Section 10 Township 26 S Range 27 E

STATE OF FLORIDA **COUNTY OF POLK**

FILED FOR RECORD this 7th day of August, 2018

Recorded in Plat Book: 168 Page(s) ----- 36-37

Record verified 8/7/18

Stacy M. Butterfield Clerk of Circuit Court

Deputy Clerk

A REPLAT OF TRACT FD 1

BEGIN at the Southwest corner of Lot 93 of said SOLTERRA PHASE 2A1, said point lying on the South boundary of the Southwest 1/4 of the Section 10; thence along said South boundary, S.89°22′55″W., a distance of 880.80 feet; thence along the Westerly boundary of the afores PHASE 2A1 the following seven (7) courses: 1) N.00°37′05″W., a distance of 1.24 feet; 2) Northerly, 682.44 feet along the arc of a non-tang right having a radius of 180.00 feet and a central angle of 217°13′41″ (chord bearing N.18°36′50″E., 341.17 feet); 3) S.00°15′37″W., a distance of 1.8°36′50″E., 341.17 feet); 3) S.00°15′37″W., a distance of 23.66 feet; 7) Northerly, 682.44 feet along the arc of a non-tangent curve to the left having a radius of 110.00 feet angle of 30°32′23″ (chord bearing N.74°59′25″E., 57.94 feet); 6) N.59°43′14″E., a distance of 23.66 feet; 7) Northerly, 264.79 feet along the non-tangent curve to the right having a radius of 1574.37 feet and a central angle of 09°38′11″ (chord bearing N.21°23′18″W., 264.48 feet); 10 Northeasterly, 259.61 feet along the arc of a non-tangent curve to the right having a radius of 230.00 feet and a central angle of 64°40′22″ (chord bearing N.65°47′36″E., a distance of 57.92 feet; thence N.75°27′28″E., a distance of 70.74 feet; thence Easterly, 4.46 feet along the arc of a non-tangent curve to the right having a radius of 45.65 feet; thence S.00°37′05″E., a distance of 120.00 feet; thence S.00°37′05″E., a distance of 40.00 feet; thence N.89°22′55″E., a distance of 40.00 feet; thence N.89°22′55″E., a distance of 135.00 feet; thence S.00°37′05″E., a distance of 135.00 feet to REGINNING. thence Easterly, 174.97 feet ng N.79°51'01"E., 174.26 feet); having a radius of 440.00 feet ence N.89°22'55"E., a distance °37'05"E., a distance of 120.00 a distance of 20.79 feet; thence of 135.00 feet to the **POINT OF**

Containing 13.520 acres, more or less

2. Lot lines are radial unless otherwise noted as (NR) Non-Radial Northing and Easting coordinates (indicated in feet) as shown hereon refer to the State Plane Coordin 1990 ADJUSTMENT) for the West Zone of Florida, have been established to a minimum of third order

nent of walls, fences, landscaping and other improvements

. Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundaries of thi flooding; the Floodplain Manager for Polk County has information regarding flooding and restrictions on development.

This note shall appear on each affected deed.

6. Benchmarks shown hereon are in feet and refer to the National Geodetic Vertical Datum of 1929 (NGVD29)

7. This project lies in flood zones "AE" and "X" according to flood insurance rate maps for Polk County, Florida, Federal Emergency Mana Insurance Rate Map (FIRM) Community Panel No. 12105C0230H dated December 22, 2016 and issued by the Federal Emergency Mana August 16, 2018 to reflect LOMR approval. Base Flood Elevation is 119.99 feet NGVD per Drainage Model Flood Line provided by previo Oakmont Phase I by Kimley-Horn & Associates. gency (FEMA) - Flood gency, Revised on oved flood study for

8. At the time of recording, this plat is encumbered by the following recorded instruments found in the Public Records of Polk County, Florida

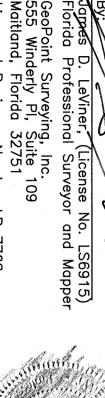
- ent District Notice of Impo
- Disclosure of Public Financing and Maintenance of Improvements to Real Property recorded June 21, 2013 in Official Re Disclosure of Public Financing recorded December 23, 2014 in Official Recodes Book 9415, Page 977.

Notice of Change of Name of Oakmont Grove Con Page 214. (SHOWN FOR INFORMATION ONLY)

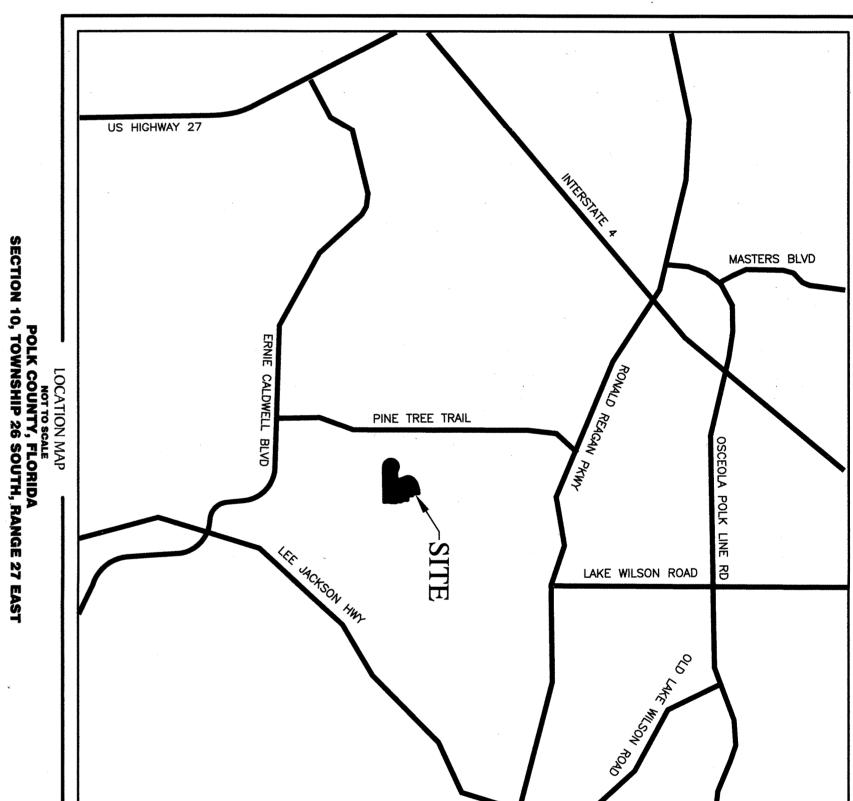
- rds Book 9032, Page 2011 and
- Final Judgment Validating Solterra Resort Community Development District Special Assessment Bonds and Assessments styled as Solterra Re District, a local unit of special-purpose government organized and existing under the laws of the State of Florida, Plaintiff versus the State of Florida, Plaintiff versus the State of Florida, a local unit of special-purpose government organized and existing under the laws of the State of Florida, Plaintiff versus the State of Florida, Plaintiff versus the State of Florida (State of Florida) and Citizens of Solterra Resort Community Development District, et al. recorded October 21, 2014 in Official Records Book 93
- Solterra Resort Community Development District Notice of Imposition of Special Assessments recorded Dece ber 23, 2014 in
- Declaration of Consent to Jurisdiction of Solterra Resort Comm Official Records Book 9415, Page 986.
- llateral Assignment and Assumption Agreement (2014 Bonds) by and between Solterra Resort Co cember 23, 2014, in Official Records Book 9415, Page 955.
- at of SOLTERRA PHASE 2A1 recorded December 1, 2015 in Plat Book 158, Pages 50 through 53.
- ement in favor of Duke Energy Florida, Inc. d/b/a Duke Energy recorded March 7, 2016, in Official

SURVEYOR'S CERTIFICATION

I, the undersigned surveyor, hereby certify that this Platted Subdivision of the land being subdivided; that this plat was prepared under my dithis plat complies with all the requirements of Chapter 177, Part I, Fl County Land Development Code; that permanent reference monuments on the 35th day of 10NE, 2018, as shown hereon; and points (PCPs) and lot corners have been set or will be set per required in accordance with conditions of bonding.







The undersigned, as Owner of the land described in the legal description hereon hereby dedicates this plat of SOLTERRA PHASE 2A2 for record, hereby state and declare the following:

Private Right of Ways identified as BROAD OAK DRIVE, OAKWOOD STREET AND OAK SHADOW COURT shown hereon are hereby dedicated to Solterra Resort Community Development District, a local unity of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "District") to own and maintain. A perpetual non-exclusive easement for ingress/egress across all private roads and rights-of-way shown hereon is dedicated to Polk County, its successors and assigns, and to other applicable authorities for the benefit of delivery and pickup services, fire protection, emergency medical and law enforcement services and other authorities of law, including but not limited to United States mail carriers.

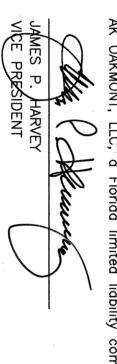
The Private Drainage Easements, Private 5.00' Wall Easement and the Private 10.00' Drainage and Fence Easement as shown hereon are hereby dedicated to, and shall be maintained by, the District and the District shall have the right to drain storm water from the rights of way owned or maintained by the District through storm water pipes to eventual discharge into storm water ponds. The drainage rights granted herein shall include the rights of ingress and egress in favor of the District by, under, to, over, across and through said drainage and fence easement areas for purposes of maintaining, replacing all storm water improvements and maintaining any lands owned by the District

The utility easements shown hereon are dedicated to the providers of public utilities forever, along with a utility easement over, under, and across all private roads and rights-of-way for the purposes of the installation, operation, repair and maintenance of public utilities, together with a perpetual non-exclusive ingress and egress easement over the private roads and rights-of-way shown hereon for the purpose of accessing said utility easements.

s, their

perpetual non-exclusive easement for ingress/egress across all private roads and rights-of-way shown hereon is dedicated to the lot owners iccessors, assignees, guest and invitees.

AK OAKMONT, LLC, a Florida limited liability company OWNER



Witness, Candice

The foregoing instrument was acknowledged before me this 16, day of as Vice President of AK Oakmont, LLC, a Florida Limited Liability Company, personally known to me

on behalf of the company.

P. HARVEY He is

ACKNOWLEDGEMENT:

State

of Florida,

County of Hillsborough

C. SIMPSON

***** Commission expires: 01.27-20

Commission Number: FF943850

COMMUNITY DEVELOPMENT DISTRICT

SOLTERRA RESO

Printed Name

of Notary

CKNOWLEDGEMENT:

앜

County of Hillsbor

e foregoing instrument Chairman of Solterra me.

s acknowledged before me this 16, ort Community Development District, c

on behalf of the company. He

Public,

Name

Notary

BRYOWT, Lofalste

My Commission

expires: 01-27.20

Number:

Vitness, Candice Smith

5



of Augus(A.D 2018 in open meeting of nor can it be recorded until all conditions ATTEST:



This plat has received final approval this 1111 day of MIGUST. A.D 2018 by the Chairperson of the County, Florida, in accordance with the procedures adopted by the Board of County Commissioners. BOARD OF COUNTY COMMISSIONERS ATTEST:



Hacy M Butt

COUNTY SURVEYORS APPROVAL: STATE OF FLORIDA COUNTY OF POLK

This plat has been reviev making of maps and plate

CLERK OF THE CIRCUIT COURT STATE OF FLORIDA COUNTY OF POLK

POLK COUNTY ENGINEER APPROVAL STATE OF FLORIDA COUNTY OF POLK

Page 2 of 3

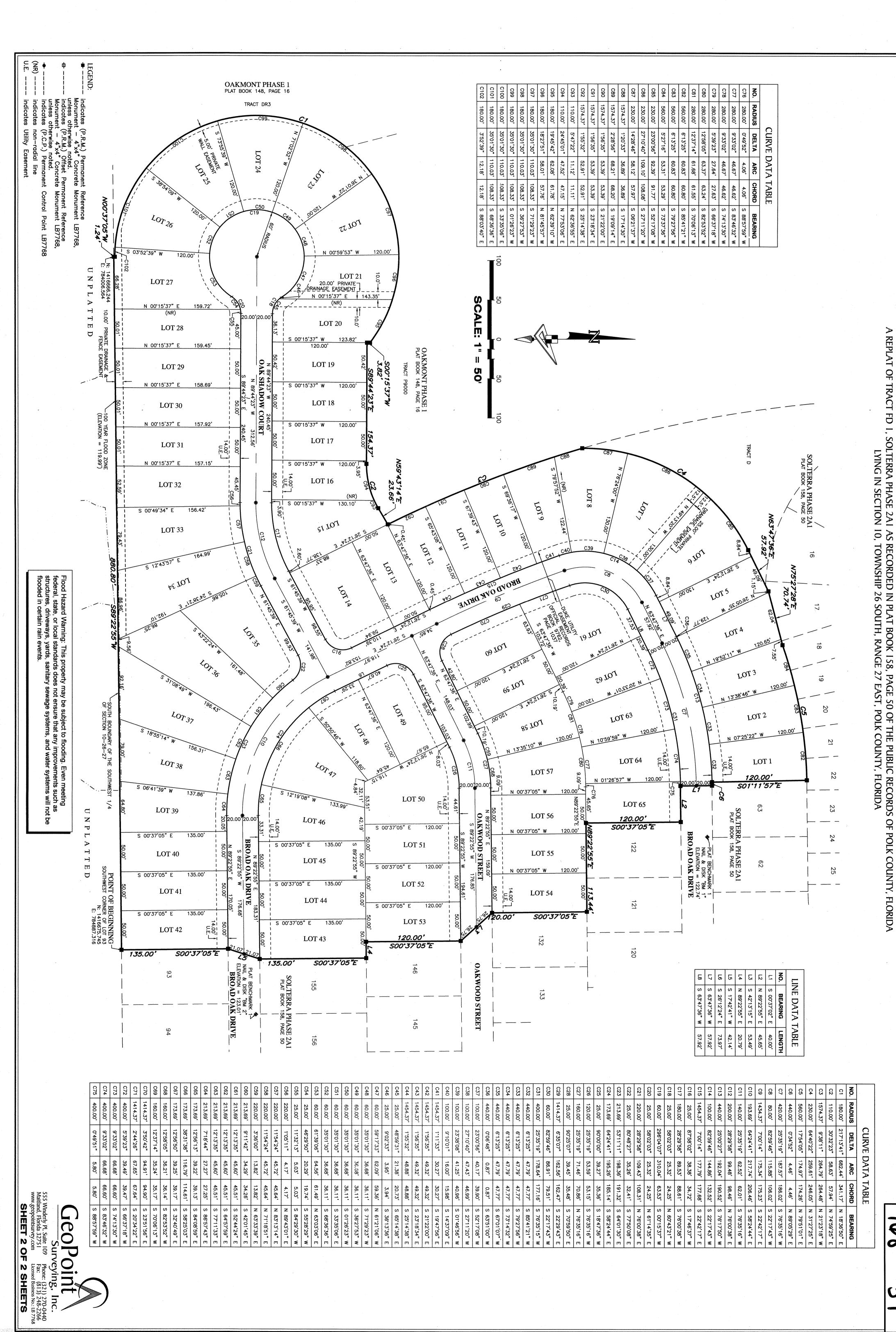
This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Polk County.



Book168/Page36A

CFN#2018168278

SHEETS



Book168/Page37 CFN#2018168278

Page 3 of 3

PLAT BOOK P.

PH

H

PAGE NO.

INSTR # 2018191401
BK 10606 Pgs 0920-0921 PG(s)2
09/10/2018 07:53:36 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 0.70
(This space reserved for Clerk)

This instrument was prepared by and upon recording should be returned to:

HOPPING GREEN & SAMS P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

OUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 3rd day of August, 2018, by and between AK Oakmont LLC, a Florida limited liability company ("Grantor"), whose mailing address is 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401, and Solterra Resort Community Development District, a community development district formed pursuant to Chapter 190, Florida Statutes ("Grantee"), whose address is c/o Development Planning & Financing Group, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

(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.)

WITNESSETH

THAT GRANTOR, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly below ("**Property**"):

PORTION OF PARCEL ID: 27-26-10-701306-001630

The rights-of-way designated as Broad Oak Drive, Oakwood Street and Oak Shadow Court as identified in the plat known as Solterra Phase 2A2, recorded in Plat Book 168, Page 36, of the Official Records of Polk County, Florida.

The Private Drainage Easements, Private 5.00' Wall Easement and the Private 10.00' Drainage and Fence Easement as identified in the plat known as Solterra Phase 2A2, recorded in Plat Book 168, Page 36, of the Official Records of Polk County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

RESERVATION OF EASEMENT

Grantor hereby reserves unto itself and its successors and assigns, and, to the extent required, Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property conveyed hereby, together with the rights to maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping and related aesthetic features, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property including, but not limited to, sidewalks, trails and related features; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the day and year first above written.

ind year mist accord with	
WITNESSES	AK OAKMONT LLC, a Florida limited liability company
By: Cardill Smith Title: Land Deul Manager By: Name: My T. Warr Title:	By: Deanner V. Harvey Title: Vice Passions
The foregoing instrument was acknowledged James 1. Havey as Vicelus. Gen	before me this 2 ⁻¹ day of 4-5-4 , 2018, of AK Oakmont LLC, a Florida limited liability company, in page 2 and who is either personally known to me. Of
on behalf of said entity, who appeared before me this da produced as identification.	y in person, and who is either personally known to me, or PUBLIC, STATE OF FLORIDA
OLOTEADW SITNEY AAAAAAAAA Name	Notary Public, Printed, Stamped or Typed as

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

BILL OF SALE AND LIMITED ASSIGNMENT (SOLTERRA RESORT AMENITY EXPANSION — IMPROVEMENTS AND WORK PRODUCT)

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of September 2017, by AK Oakmont LLC, a Florida limited liability company with an address of 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401 ("Grantor"), and for good and valuable consideration, to it paid by the Solterra Resort Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with an address of 1060 Maitland Center Commons, Suite 340, Maitland, Florida 32751 ("District" or "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

BACKGROUND STATEMENT

This instrument is intended to convey certain property rights related to certain amenity expansion improvements and work product constructed by Grantor pursuant to that certain *Amenity Center Expansion & Easement Agreement* dated February 2, 2016, all of which are located on or within the following property (collectively, "**Property**"):

Tract FD4, identified on the plat known as Oakmont Phase 1, recorded in Plat Book 148, Pages 16, et seq. of the Official Records of Polk County, Florida.

NOW THEREFORE, for good and valuable considerations, 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 following improvements and other property interests as described below (hereinafter collectively items a. through d., the "Improvements," and together with items e. through g., the "Property") to have and to hold for Grantee's own use and benefit forever:
 - a. Restaurant expansion of existing Clubhouse, as depicted in Exhibit A; and
 - b. Lazy river and associated appurtenances, as depicted in **Exhibit A**; and
 - c. All lighting, signage, entry monuments and features (collectively, "Hardscape"), and related improvements, now a part of the Property; and
 - d. All plants, trees, timber, shrubbery, and other landscaping, and associated lighting (collectively, "Landscape"), now a part of the Property; and
 - e. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all plans, designs, construction and development drawings, engineering and soil reports and studies, surveys, testing, permits, approvals, and work product relating to the Improvements (together, "Work Product"); and

- f. 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 Work Product and Improvements; and
- g. All goodwill associated with the foregoing.
- 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. 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 NEXT PAGE]

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

Signed, sealed and delivered by:

WITNESSES AK OAKMONT LLC, A FLORIDA LIMITED LIABILITY **COMPANY** By: By: Name Name: JAREO Title: Title: By: Name: Title: STATE OF FWAIDS COUNTY OF HILLSBOROUTH The foregoing instrument was acknowledged before me this 5th day of Statute, 2018, by James P. Halvey, who [] is personally known to me or [] produced ______ as identification. Notary Public State of Florida Notary Public Signature Bryon T LoPreste My Commission FF 943080 Expires 01/27/2020 BAYONT, WARESTE (Name typed, printed or stamped) Notary Public, State of From Or Commission No. Fgy3080 My Commission Expires: 0,21, 20

Exhibit A – Description of Improvements and/or Work Product

Exhibit A

Description of Improvements and/or Work Product

As reflected by certain invoices provided below, the costs associated with the Improvements that AK Oakmont LLC wishes to convey to the District include, but are not limited to: pool layout and excavation; pool equipment, construction materials, and plumbing; pool construction labor; amenity center expansion construction; and paving, grading, drainage and utilities.

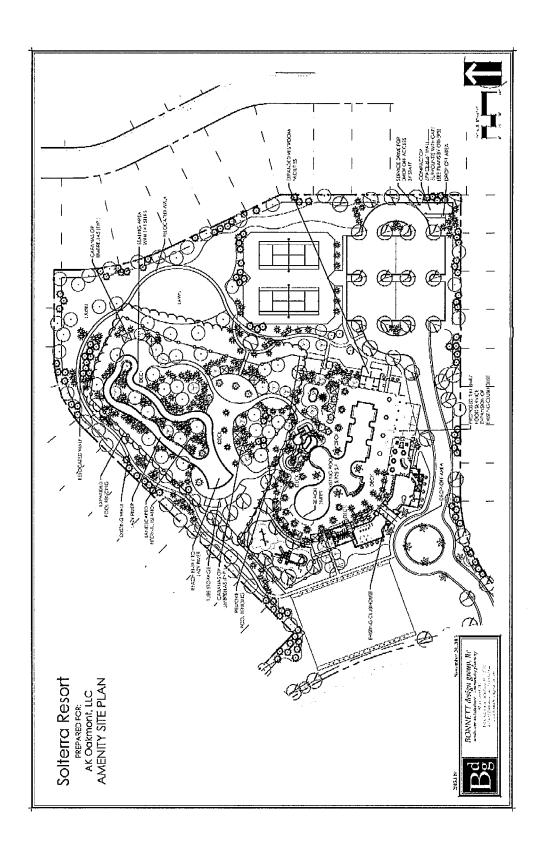
Furthermore, as reflected by certain invoices provided below, the costs associated with the Work Product that AK Oakmont LLC wishes to convey to the District include, but are not limited to: design development; conceptual site plans and drawings; and professional surveying and mapping.

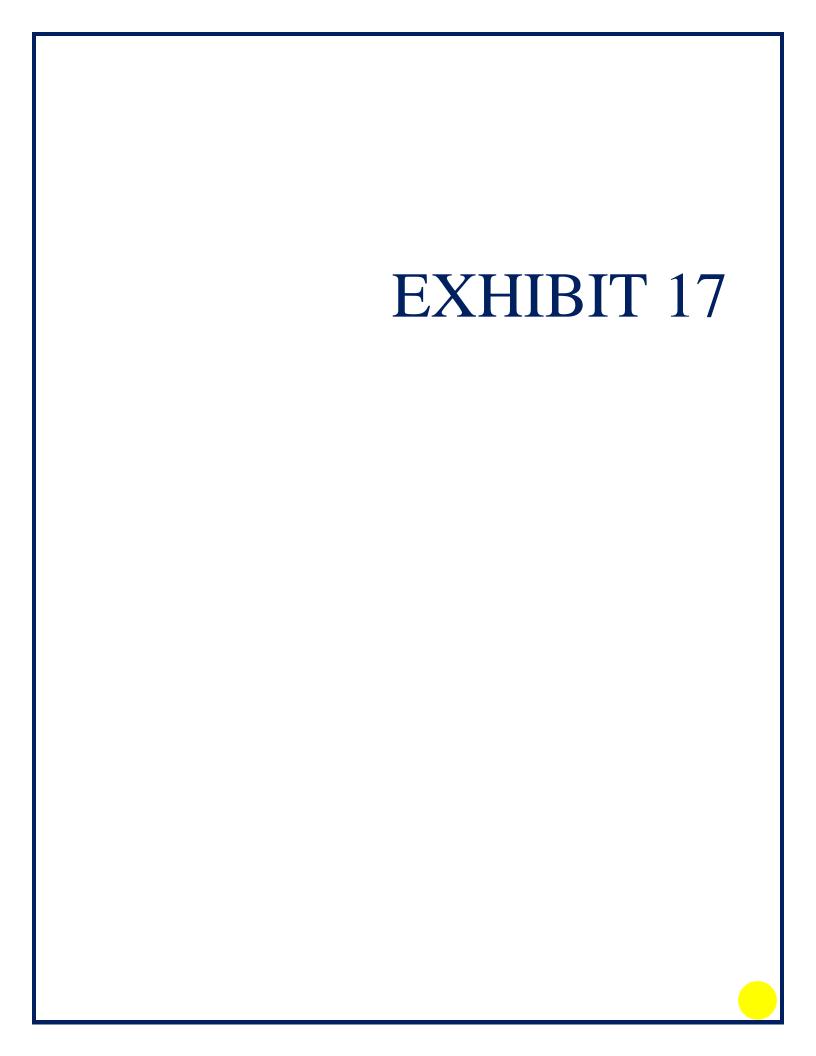
[Invoice Summary on Next Page]

Date	Contractor	Invoice Number	Amount
03/16/2017	Admiral Outdoor Furniture	ACFQ42178	\$6,766.92
05/09/2017	Admiral Outdoor Furniture	242067	\$6,766.92
10/23/2017	Air Flow Designs Heating & Air Conditioning	1142584	\$10,905.00
11/30/2015	Bonnett Design Group, LLC	817	\$2,375.00
1/31/2016	Bonnett Design Group, LLC	855	\$3,250.00
2/15/2016	Bonnett Design Group, LLC	867	\$2,932.44
2/29/2016	Bonnett Design Group, LLC	856	\$2,875.00
3/22/2016	Bonnett Design Group, LLC	889	\$2,937.50
5/6/2016	Bonnett Design Group, LLC	911	\$8,812.50
07/07/2017	Bonnett Design Group, LLC	1297	\$1,081.25
07/31/2017	Envera Systems	INV605	\$19,981.53
11/16/2016	Executive Pools, Inc.	1268	\$121,876.86
		Retainage	\$13,541.87
12/31/2016	Executive Pools, Inc.	1273	\$159,377.41
		Retainage	\$17,708.60
1/17/2017	Executive Pools, Inc.	1278	\$56,250.86
		Retainage	\$6,250.10
05/18/2017	Executive Pools, Inc.	1300	\$38,760.57
		Retainage	\$4,306.73
04/25/2017	Faulkner Engineering Services, Inc.	FES9267	\$564.00
1/22/2016	G.B. Collins Engineering, PA	1400	\$6,000.00
02/15/2016	G.B. Collins Engineering, PA	1454	\$1,500.00
03/17/2016	G.B. Collins Engineering, PA	1548	\$2,000.00
04/14/2016	G.B. Collins Engineering, PA	1620	\$810.00
11/30/2016	GeoPointe Surveying, Inc.	32603	\$1,082.50
12/31/2016	GeoPointe Surveying, Inc.	33132	\$250.00
03/31/2017	GeoPointe Surveying, Inc.	34955	\$1,400.00
04/30/2017	GeoPointe Surveying, Inc.	35466	\$280.00
08/31/2017	GeoPointe Surveying, Inc.	38285	\$770.00
09/30/2017	GeoPointe Surveying, Inc.	38693	\$125.00
10/21/2016	Hardscapes 2, Inc.	APP #1	\$36,555.60
		Retainage	\$4,061.73
11/30/2016	Hardscapes 2, Inc.	20-01242	\$4,254.54
12/14/2016	Hardscapes 2, Inc.	APP #2	\$29,549.33
-		Retainage	\$3,283.26
1/31/2017	Hardscapes 2, Inc.	APP #3	\$46,067.29
		Retainage	\$5,118.59
02/22/2017	Hardscapes 2, Inc.	APP #4	\$97,956.80
		Retainage	\$10,884.09
02/28/2017	Hardscapes 2, Inc.	APP #5	\$115,882.07

	1	Retainage	\$12,875.79
03/31/2017	Hardscapes 2, Inc.	APP #6	\$126,649.45
		Retainage	\$14,072.16
04/30/2017	Hardscapes 2, Inc.	APP #7	\$105,039.70
		Retainage	\$11,671.08
05/31/2017	Hardscapes 2, Inc.	APP #8	\$106,749.26
		Retainage	\$11,861.03
06/30/2017	Hardscapes 2, Inc.	APP #9	\$95,578.96
		Retainage	\$10,619.88
05/21/2018	Hardscapes 2, Inc.	20-01657	\$4,200.00
1/27/2016	JAH Architects	547-002	\$5,370.00
02/17/2016	JAH Architects	547-003	\$4,070.00
04/13/2016	JAH Architects	547-004	\$10,170.00
05/25/2016	JAH Architects	547-005	\$24,020.00
08/15/2017	JAH Architects	547-007	\$450.00
02/29/2016	Kimley-Horn and Associates, Inc.	046259003-0216	\$5,252.50
03/31/2016	Kimley-Horn and Associates, Inc.	46259003-0316	\$5,781.80
04/30/2016	Kimley-Horn and Associates, Inc.	46259003-0416	\$1,432.50
05/31/2016	Kimley-Horn and Associates, Inc.	046259003-0516	\$3,155.00
08/31/2016	Kimley-Horn and Associates, Inc.	046259006-0816	\$1,022.28
08/31/2017	Kimley-Horn and Associates, Inc.	046259003-0817	\$943.49
05/08/2017	Masterpiece Design Group LLC	R05-17-007	\$4,700.00
09/20/2017	Nationwide Protective Services, Inc.	12498	\$1,080.00
7/25/2016	Polk County BOCC	CR072216	\$1,150.00
11/22/2016	Polk County BOCC	CR112216	\$3,110.14
4/27/2016	Polk County Health Department	CR042616	\$150.00
6/10/2016	Polk County BOCC	EXP/061016	\$363.95
01/25/2016	Porter Geographical Positioning and Surveying, Inc.	7040	\$1,800.00
08/15/2017	Spot on Carpet & Tile Cleaning	170815512	\$100.00
08/30/2017	Steve's Electric, Inc.	803	\$4,300.00
12/19/2017	Steve's Electric, Inc.	161	\$600.00
12/19/2017	Steve's Electric, Inc.	162	\$2,800.00
12/20/2017	Steve's Electric, Inc.	173	\$1,688.59
05/17/2017	Yellowstone Landscape – Southeast, LLC	Pay App #1	\$3,600.00
		Retainage	\$400.00
05/17/2017	Yellowstone Landscape – Southeast, LLC	Pay App #2	\$88,840.82
		Retainage	\$9,871.20
08/24/2017	Yellowstone Landscape – Southeast, LLC	Pay App #3	\$13,524.46
		Retainage	\$1,502.72

08/24/2017	Yellowstone Landscape – Southeast, LLC	Pay App #4	\$5,577.12
		Retainage	\$619.68
08/24/2017	Yellowstone Landscape – Southeast, LLC	Pay App #5	\$34,126.20
		Retainage	\$3,791.80
04/20/2017	Zebec of North America Inc.	30900	\$903.25 ·
		TOTAL:	\$1,600,736.67





INSTR # 2022130217
BK 12250 Pgs 1883-1885 PG(s)3
05/12/2022 10:22:09 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00

This instrument was prepared by and upon recording should be returned to:

KE Law Group PLLC 2016 Delta Boulevard, Suite 101 Tallahassee, Florida 32303 (This space reserved for Clerk)

QUITCLAIM DEED WITH GRANT AND RESERVATION OF EASEMENTS

THIS QUITCLAIM DEED is made to be effective as of the AK OAKMONT LLC, a Florida limited liability company, with a mailing address of 105 NE 1st Street, Delray Beach, Florida 33444 ("Grantor"), and SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida, and whose mailing address is c/o DPFG, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("Grantee").

(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.)

WITNESSETH

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby remises, releases and quit-claims to Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly below ("Property"):

The Right-of-Way Tracts A and A-1 shown as Teak Follow Boulevard, Oak Reflection Loop, and Oak Blossom Drive, the Drainage, Access, Utility, Wall & Wetland Easement Tract shown as B-1, the Park Tract shown as P-1, on the plat of Solterra Phase 2D, as recorded in Plat Book 177, Page 17, of the Public Records of Polk County, Florida; and

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

GRANT OF EASEMENTS

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remises, releases and quit-claims to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below ("Easements"):

Those certain Private Drainage and Access Easements ("Easement Areas"), identified on the plat entitled "SOLTERRA PHASE 2D," recorded in Plat Book 177, Pages 17 et seq., of the Public Records of Polk County, Florida.

AND, with respect to the foregoing, the rights of ingress and egress over, across, upon, and through the Easement Areas, as well as rights of installing, constructing, operating, maintaining, repairing and replacing stormwater, hardscaping, landscaping, irrigation, wetland and/or other District improvements that comprise the District's capital improvement plan.

TOGETHER with all rights of Grantor, if any, to such stormwater, hardscaping, landscaping, irrigation, wetland and/or other District improvements that comprise the District's capital improvement plan and that are located on the Easement Areas;

TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights in the Easement Areas that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.

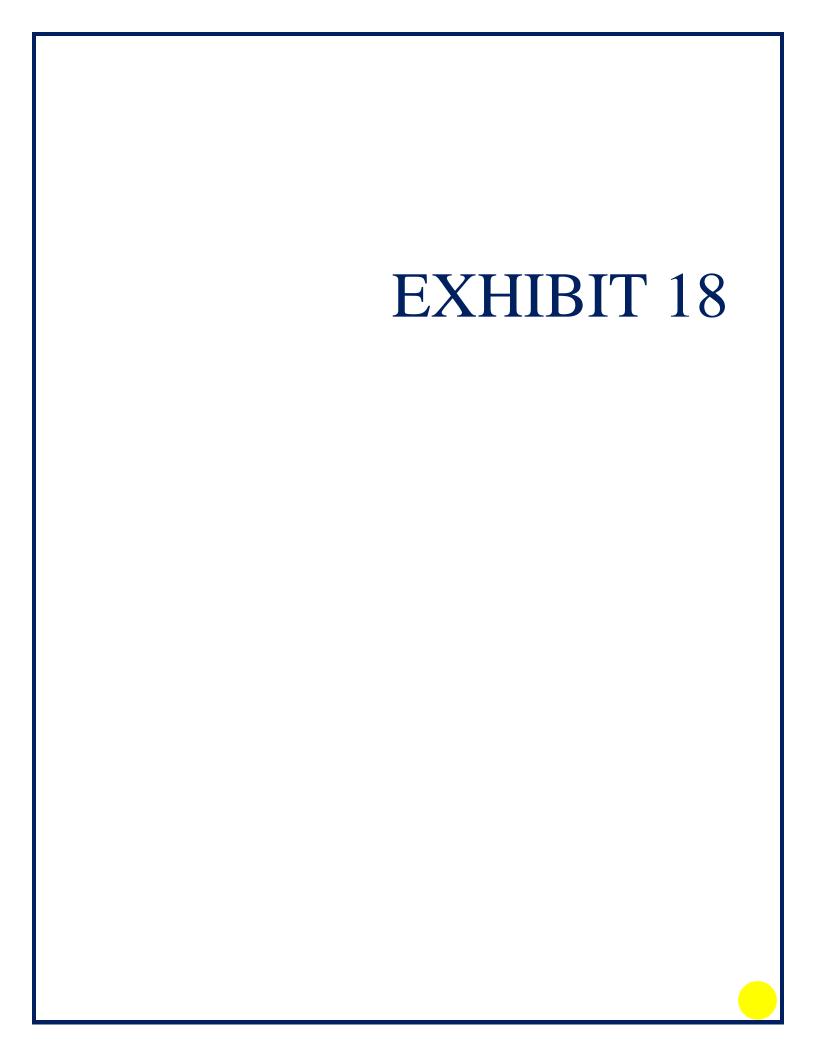
RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property and Easement Areas, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property and Easement Areas; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or Easement Areas or improvements located thereon.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:	AK OAKMONT LLC
Cardice Smith Print Name: Candice Smith	By: Alle Allector Name: James F. Harvey Title: Nee hestour of Attheway Stands 1849
Print Name: BayowT. Llaser2	
COUNTY OF HOUSE BOTOMENT	
notarization, this <u>2</u> day of <u>MAY</u> <u>AK WAKMOVE U.C.</u> , on its behalf	ed before me by means of physical presence or online, 2022, by
Not	ary Public, State of Florida Notary Public State of Florida Bryon T LoPreste My Commission GG 919288 Expires 01/27/2024

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.



INSTR # 2022131520 BK 12252 Pgs 1091-1098 PG(s)8 05/13/2022 09:23:50 AM STACY M. BUTTERFIELD, CLERK OF COURT POLK COUNTY RECORDING FEES 69.50

This instrument was prepared by:

(This space reserved for Clerk)

KE Law Group PLLC 2016 Delta Boulevard, Suite 101 Tallahassee, FL 32303

CONSTRUCTION AND MAINTENANCE EASEMENT

THIS CONSTRUCTION AND MAINTENANCE EASEMENT ("Easement Agreement") is made and entered into to be effective the day of _______, 2022 and by and between:

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special- purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida, and whose mailing address is c/o DPFG, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**" or "**Grantor**"), and

SOLTERRA RESORT HOMEOWNERS ASSOCIATION INC., a Florida Corporation, and whose mailing address is 2100 S Hiawassee Rd, Orlando, Florida 32835 ("**Grantee,**" and together with the Grantor, the "**Parties**"); and

RECITALS

WHEREAS, Grantor was established pursuant to Chapter 190, Florida Statutes, as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, Grantor is the owner in fee simple of certain real property located in Polk County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Easement Area"); and

WHEREAS, Grantee has requested that Grantor grant to Grantee a non-exclusive easement over the Easement Area for the operation, maintenance, repair and replacement of certain hardscape and related improvements ("Improvements"), and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.
- **2. EASEMENT.** Grantor hereby grants to Grantee a non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and egress and for the operation, maintenance, repair and replacement of the Improvements ("Easement").

Grantee shall be solely responsible for all costs associated with the exercise of its rights hereunder (i.e., the costs of operating, maintaining, repairing and replacing the Improvements).

Prior Approval Required – Prior to exercising any rights hereunder, Grantee shall provide copies of the plans and designs for the Improvements to Grantor, and Grantor shall have the right in its sole discretion to review and approve any such plans and designs. Notwithstanding any other language in this Easement Agreement to the contrary, Grantee shall not exercise any rights hereunder until Grantor provides its prior written consent to Grantee's plans and designs for the Improvements. Any changes to the Improvements must also be pre-approved in writing by Grantor.

- 3. DAMAGE. Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee's use of the Easement Area. In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.
- 4. INSURANCE. Grantee and/or any contractors performing work for Grantee on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor, and its employees and representatives, as insureds, as their interests may appear in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.
- 5. INDEMNITY. To the extent permitted by law, Grantee shall indemnify and hold harmless Grantor, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "Indemnitees"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Area by Grantee, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.
- 6. **SOVEREIGN IMMUNITY.** Nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Grantor's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.
- 7. LIENS. Grantee shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

- 8. **EXERCISE OF RIGHTS.** The rights and Easement created by this Easement Agreement are subject to the following provisions:
- (a) Grantee shall operate, maintain, repair and replace the Improvements in a sound, professional manner, and consistent with community standards, and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for such work. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.
- (b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. Grantee acknowledges that there are or may be existing facilities located within the Easement Area. Grantee shall not interfere with or cause interruption in the day to day operation of all existing facilities in the Easement Area.
- (c) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns.
- (d) Grantee shall provide notice to Grantor at least 24 hours prior to conducting any work in the Easement Areas.
- 9. **DEFAULT.** A default by the Grantor or Grantee under this Easement Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance (including but not limited to removal of the Improvements).
- 10. ENFORCEMENT. In the event that the Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 11. NOTICES. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays,

Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

- 12. THIRD PARTIES. This Easement Agreement is solely for the benefit of the Grantor and Grantee, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.
- 13. ASSIGNMENT. Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other party shall be void and unenforceable.
- 14. CONTROLLING LAW; VENUE. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Polk County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.
- 15. PUBLIC RECORDS. All documents of any kind provided in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law.
- 16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.
- 17. BINDING EFFECT. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.
- 18. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.
- 19. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the Grantor and Grantee.
- 20. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.
- 21. **EFFECTIVE DATE.** The Effective Date of this Easement Agreement shall be the date first written above.

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

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

WITNESS	SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
By: Candice Smith Name: Candice Smith	By: Alle Municon Name: Daynes P. Hayley Title: Chairperson
By:	
STATE OF France COUNTY OF House acknowledge of the foregoing instrument was acknowledge on the foregoing this 2 day	owledged before me by means of physical presence or \(\text{MAY} \), 2022, by \(\text{JAMSS F. HARVEY} \), as
4	RT COMMUNITY DEVELOPMENT DISTRICT, who appeared
	who is either personally known to me, or produced
	NOTARY PUBLIC, STATE OF
Notary Public State of Florida Bryon T LoPreste My Commission GG 919288 Expires 01/27/2024	Name <u>Bayov T. Colastiss</u> (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

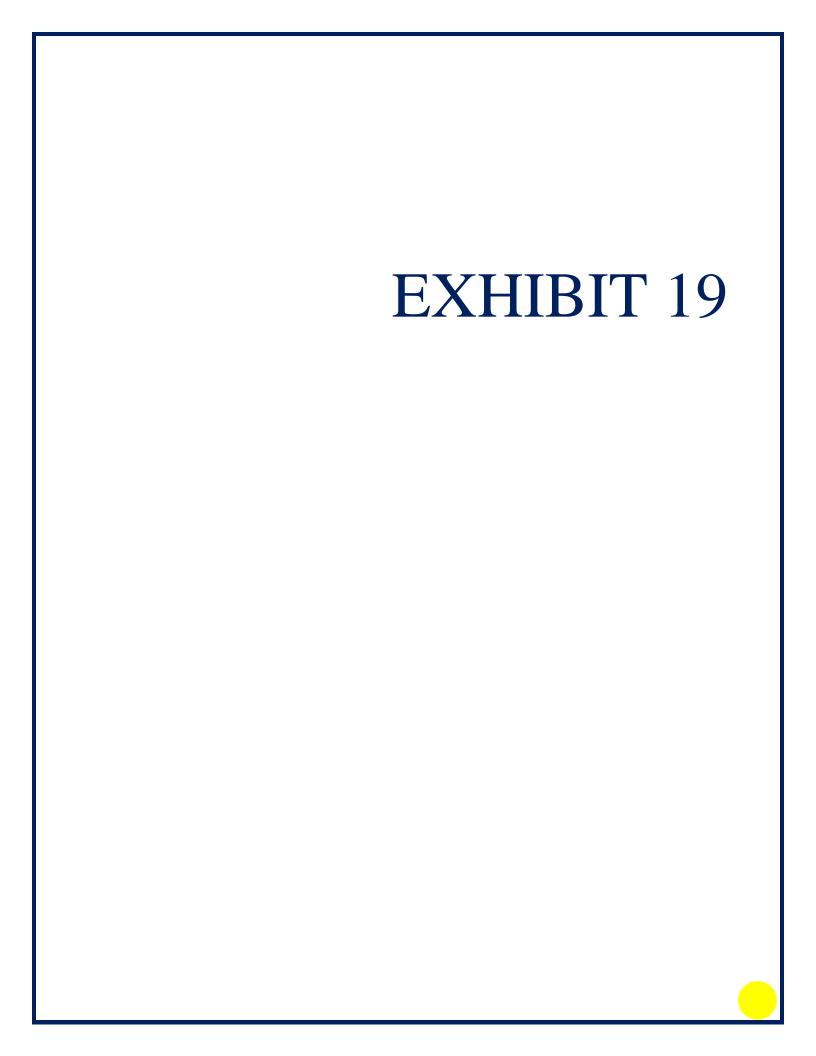
[SIGNATURE PAGE FOR EASEMENT AGREEMENT]

By:	SOLTERRA RESORT HOMEOWNERS ASSOCIATION INC., By: Howey Title: Resident
online notarization, this 2 day On SOLTERRA RESORT	viedged before me by means of physical presence or of the physical presence or the physical pres
(NOTARY SEAL)	NOTARY PUBLIC, STATE OF <u>FULISA</u> Name <u>Prov. T. L. Pasis</u> Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A – Legal Description

EXHIBIT A

The fence would be constructed on Tract B-1, as identified on the plat for Solterra Phase 2D, recorded in Plat Book 177, Page 17 et seq., of the Official Records of Polk County, Florida, and as further detailed in the sketch below.



This instrument was prepared by and upon recording should be returned to:

KE Law Group PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

QUITCLAIM DEED

THIS QUITCLAIM DEED is made to be effective as of the _____ day of _____ 2022, by and between AK OAKMONT LLC, a Florida limited liability company, with a mailing address of 105 NE 1st Street, Delray Beach, Florida 33444 ("Grantor"), and SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is c/o DPFG, Inc., 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("Grantee").

(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.)

WITNESSETH

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby remises, releases and quit-claims to Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly below ("**Property**"):

Tract C as shown on the plat of Oakmont Townhomes Phase 1, as recorded in Plat Book 153 Pages 21-22, of the Public Records of Polk County, Florida; and

Tract F as shown on the plat of Solterra Phase 2C-1, as recorded in Plat Book 169, Pages 30-34, of the Public Records of Polk County, Florida; and

Tract B-2 as shown on the plat of Solterra Phase 2B Replat, as recorded in Plat Book 180, Pages 30-31, of the Public Records of Polk County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to reimpose the same.

RESERVATION OF EASEMENT

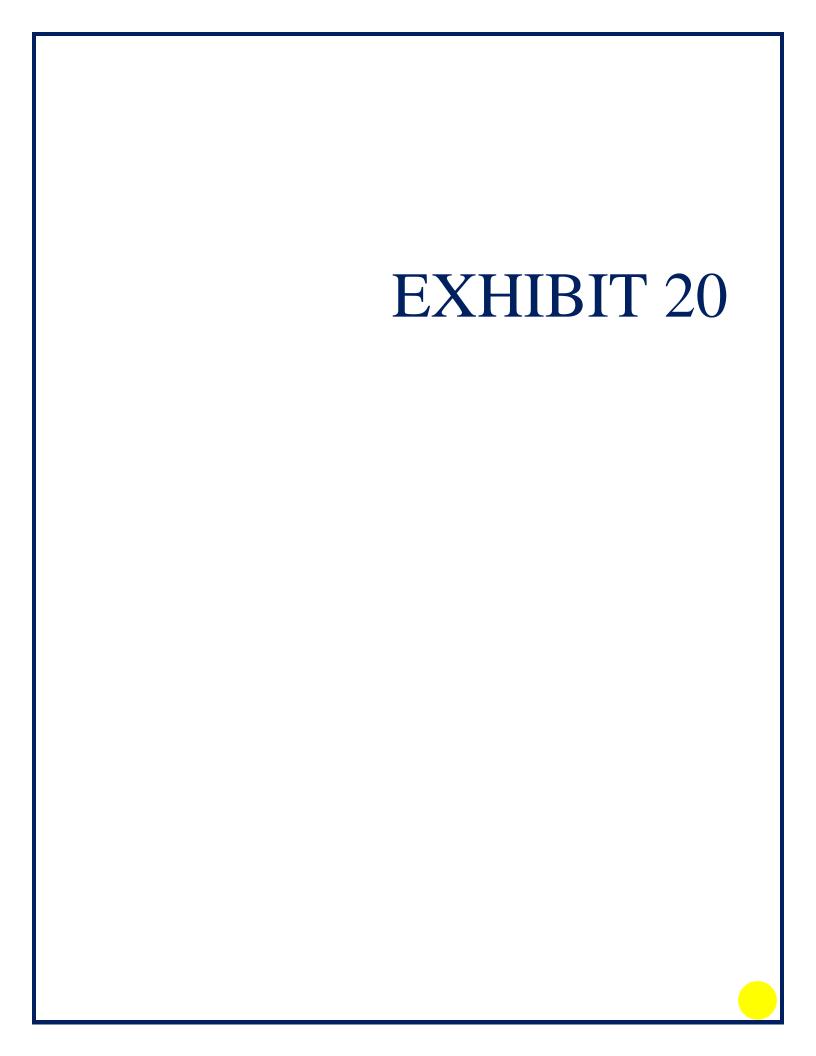
GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:	AK OAKMONT LLC
Print Name:	
Print Name:	
STATE OFCOUNTY OF	
notarization, this day of	before me by means of □ physical presence or □ online _, 2022, by of He [] is personally known to me or [] produced ication.
Notary	/ Public, State of Florida

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.



This instrument was prepared by:

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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made as of the ____ day of ________, 2022, by and among PULTE HOME COMPANY, LLC, a Michigan limited liability company whose address for purposes hereof is 3350 Peachtree Road Northeast, Suite 1500, Atlanta, Georgia 30326 ("Developer" or "Grantor"), and is in favor of SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o DPFG Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("District" or "Grantee").

(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.)

WITNESSETH:

WHEREAS, the District is responsible for the drainage system serving the community; and

WHEREAS, Developer reserved rights to grant easements on the certain real property located in Polk County, Florida, more particularly described in the plat entitled, *Solterra Phase 2B Replat*, which is recorded in Plat Book 180, Pages 30 et seq., of the Official Records of Polk County, Florida ("Plat"); and

WHEREAS, for the benefit of Grantee and its landowners and residents, and consistent with the Plat, Grantor desires to grant to Grantee easement rights to access and maintain the master drainage improvements ("Improvements"), located within certain easement areas identified herein; and

WHEREAS, Grantor acknowledges and agrees that the grant of easements hereunder shall not be interpreted as a grant of the Improvements, which may be done by separate bill of sale.

NOW THEREFORE, Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

- **1.** <u>Recitals.</u> The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.
- **2. Grant of Non-Exclusive Easement.** Grantor hereby grants to the District, its successors, and assigns, the following "Easements" on the areas ("Easement Areas") identified below:

- (a) The District shall have and is hereby granted a perpetual, non-exclusive drainage easement for surface and stormwater drainage, lake maintenance, installation, construction, operation, maintenance and replacement of irrigation lines and other improvements and for access over, under and across all portions of the Plat depicted as "Private Drainage and Access Easements."
- (b) The District shall have and is hereby granted a perpetual, non-exclusive access easement for ingress and egress for the purposes of installation, construction, operation, maintenance, repair and replacement of drainage and other improvements over, under and across all portions of the Plat depicted as "Private Drainage and Access Easement."
- **3.** <u>Inconsistent Use</u>. Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.
- **4.** <u>Beneficiaries of Easement Rights.</u> This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.
- **5.** <u>Binding Effect.</u> This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.
- **6.** <u>Default</u>. A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.
- 7. <u>Enforcement of Agreement.</u> In the event that either Grantee or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.
- **8.** <u>Notices</u>. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

- **9.** Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.
- **10.** <u>Controlling Law; Venue.</u> This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Polk County, Florida.
- 11. <u>Public Records</u>. Grantor understands and agrees that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.
- **12. Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.
- 13. <u>Binding Effect</u>. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.
- **14.** Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.
- **15.** Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.
- **16. Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.
- **17.** Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

PULTE HOME COMPANY, LLC

Dv.			Ву:				
Ву:	Name:			Name:			
				Title:			
By:							
	OF						
(rument was acknowledged be , 2022, by					
Florida	limited liability compa	any, on behalf of said entity, w	/ho appea	red before me this	day in person, an	d who is either per	sonally
				PUBLIC, STATE OF _			
			110171111	obeic, sixte or _			
	(NOTARY SEAL)		Name: (Name of Commissi	Notary Public, Prir	nted, Stamped or	Typed as	

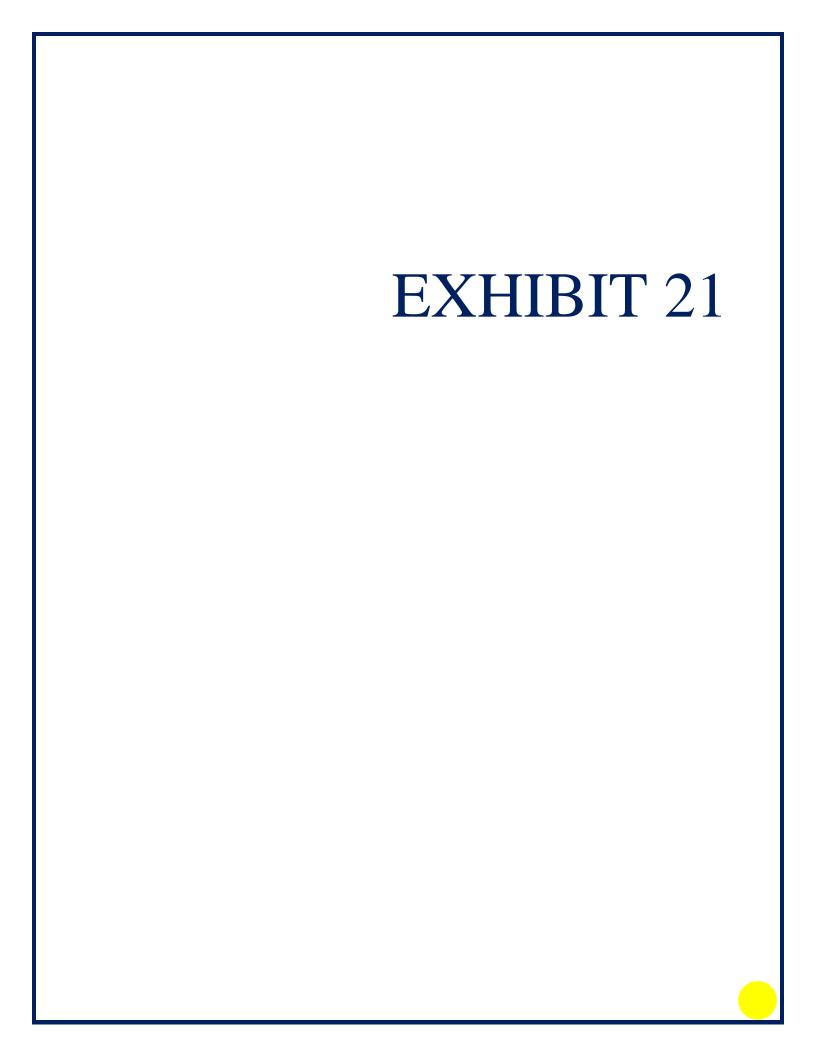
[Signatures continue on following page]

WITNESSES

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

By:		By:	
	Name:		Name:
	Title:		Title:
Bv.			
	Name:		
	Fitle:		
STATE	OF		
	TY OF		
	The foregoing instrument was acknowledged b	pefore me l	by means of \square physical presence or \square online notarization, thi
			as of the Solterra Resor
Comm	unity Development District, a local unit of spec	ial-purpose	e government established pursuant to Chapter 190, Florida
	es , on behalf of said entity, who appeared befor ed as identification.	e me this o	day in person, and who is either personally known to me, o
produc	eu as tuentineation.		
		NOTARY	PUBLIC, STATE OF
	(NOTARY SEAL)	Name:	
		(Name of Commiss	Notary Public, Printed, Stamped or Typed as ioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.



This instrument was prepared by:

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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made as of the ____ day of ______, 2022, by and among AK OAKMONT LLC, a Florida limited liability company whose address for purposes hereof is 101 NE 1 Street, Delray Beach, Florida 33444, ("Developer" or "Grantor"), and is in favor of SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o DPFG Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("District" or "Grantee").

(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.)

WITNESSETH:

WHEREAS, the District is responsible for the drainage system serving the community; and

WHEREAS, Developer reserved rights to grant easements on the certain real property located in Polk County, Florida, more particularly described in the Plats defined herein; and

WHEREAS, for the benefit of Grantee and its landowners and residents, and consistent with the Plats, Grantor desires to grant to Grantee easement rights to access and maintain the master drainage improvements ("Improvements"), located within certain easement areas identified herein; and

WHEREAS, Grantor acknowledges and agrees that the grant of easements hereunder shall not be interpreted as a grant of the Improvements, which may be done by separate bill of sale.

NOW THEREFORE, Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

- **1.** <u>Recitals.</u> The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.
- **2.** Grant of Non-Exclusive Easement. Grantor hereby grants to the District, its successors, and assigns, the following "Easements" on the areas ("Easement Areas") identified below in the following "Plats":

- (a) The District shall have and is hereby granted a perpetual, non-exclusive drainage easement for surface and stormwater drainage, installation, construction, operation, maintenance and replacement of irrigation lines and other improvements and for access over, under and across those certain "Drainage Easements," identified on the plat entitled *Oakmont Phase 1*, recorded in Plat Book 148, Pages 16-30, of the Official Records of Polk County, Florida ("Oakmont Phase 1").
- (b) The District shall have and is hereby granted a perpetual, non-exclusive drainage easement for surface and stormwater drainage, installation, construction, operation, maintenance and replacement of irrigation lines and other improvements and for access over, under and across those certain "Drainage Easements" and "Drainage and Utility Easements," identified on the plat entitled *Oakmont Townhomes Phase 1*, recorded in Plat Book 153, Pages 21-22, of the Official Records of Polk County, Florida ("Oakmont Townhomes Phase 1").
- (c) The District shall have and is hereby granted a perpetual, non-exclusive drainage easement for surface and stormwater drainage, installation, construction, operation, maintenance and replacement of irrigation lines and other improvements and for access over, under and across those certain "Drainage Easements," identified on the plat entitled *Solterra Phase 1*, recorded in Plat Book 156, Pages 13-14, of the Official Records of Polk County, Florida ("Solterra Phase 1").
- (d) The District shall have and is hereby granted a perpetual, non-exclusive drainage easement for surface and stormwater drainage, installation, construction, operation, maintenance and replacement of irrigation lines and other improvements and for access over, under and across those certain "Drainage Easements" and "Drainage and Utility Easements," identified on the plat entitled *Solterra Phase 2A1*, recorded in Plat Book 158, Pages 50-53, of the Official Records of Polk County, Florida (Solterra Phase 2A1").
- (e) The District shall have and is hereby granted a perpetual, non-exclusive drainage easement for surface and stormwater drainage, installation, construction, operation, maintenance and replacement of irrigation lines and other improvements and for access over, under and across those certain "Private Drainage and Access Easements" and "Private Drainage and Utility Easements," identified on the plat entitled *Solterra Phase 2C-1*, recorded in Plat Book 169, Pages 30-34, of the Official Records of Polk County, Florida ("Solterra Phase 2C-1").
- (f) The District shall have and is hereby granted a perpetual, non-exclusive drainage easement for surface and stormwater drainage, installation, construction, operation, maintenance and replacement of irrigation lines and other improvements and for access over, under and across those certain "Private Drainage and Utility Easements," identified on the plat entitled Solterra Phase 2C-2, recorded in Plat Book 173, Pages 44-47, of the Official Records of Polk County, Florida ("Solterra Phase 2C-2").
- (g) The District shall have and is hereby granted a perpetual, non-exclusive drainage easement for surface and stormwater drainage, installation, construction, operation, maintenance and replacement of irrigation lines and other improvements and for access over, under and across those certain

"Private Drainage and Access Easements" and "Drainage Easements," identified on the plat entitled *Solterra Phase 2D*, recorded in Plat Book 177, Pages 17-24, of the Official Records of Polk County, Florida ("Solterra Phase 2D," together with Oakmont Phase 1, Oakmont Townhomes Phase 1, Solterra Phase 1, Solterra Phase 2C-1, and Solterra Phase 2C-2 "Plats").

- **3.** <u>Inconsistent Use</u>. Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.
- **4.** <u>Beneficiaries of Easement Rights.</u> This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.
- **5.** <u>Binding Effect.</u> This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.
- **6.** <u>Default</u>. A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.
- 7. <u>Enforcement of Agreement</u>. In the event that either Grantee or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.
- **8.** <u>Notices</u>. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.
- **9.** <u>Assignment</u>. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other

party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

- **10.** Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Polk County, Florida.
- 11. <u>Public Records</u>. Grantor understands and agrees that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.
- **12.** <u>Severability</u>. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.
- 13. <u>Binding Effect</u>. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.
- **14.** Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.
- **15.** <u>Amendments</u>. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.
- **16. Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.
- **17.** Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

AK OAKMONT LLC

By:		By:	:	
ъy.	Name:		Name:	
	Name:		Title:	
		_		
By:				
	Name:			
	Title:			
STATE	OF			
	TY OF			
	The foregoing instrument was acknowledged day of, 2022, by			
	d liability company, on behalf of said entity, who a			
	or produced as iden			
		NOTARY	Y PUBLIC, STATE OF	
	(NOTARY SEAL)	Name:_		
		(Name o	of Notary Public, Printed, S ssioned)	stamped or Typed as

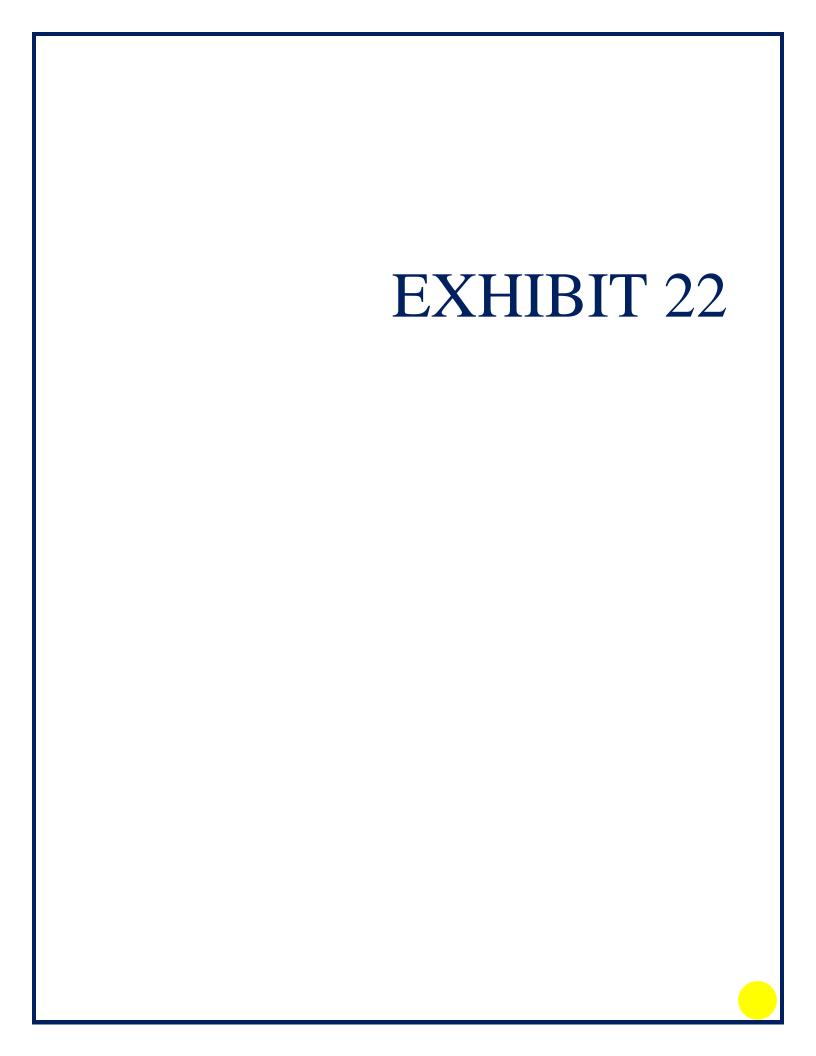
[Signatures continue on following page]

WITNESSES

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

By:		Ву:	<u></u>
	Name:	•	Name:
	Title:		Title:
	Name:Title:		
	OF TY OF		
			y means of □ physical presence or □ online notarization, this
 Comm	unity Development District, a local unit of speci	ial-purpose	as of the Solterra Resort government established pursuant to Chapter 190, Florido
Statut			lay in person, and who is either personally known to me, o
		NOTARY	PUBLIC, STATE OF
	(NOTARY SEAL)	Name: (Name of Commiss	Notary Public, Printed, Stamped or Typed as ioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.



, 20)22
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Solterra Resort Community Development District c/o District Manager DPFG Management & Consulting, LLC 250 International Parkway, Suite 208 Lake Mary, Florida 32746

Re: Letter Agreement for Acquisition of Solterra Resort Improvements & Work Product

Dear District Manager,

Pursuant to the Acquisition Agreement (2018 Bonds), dated October 4, 2018 ("Acquisition Agreement"), by and between the Solterra Resort Community Development District ("District") and AK Oakmont LLC ("Developer"), you are hereby notified that the Developer has completed and wishes to sell ("Sale") to the District certain "Improvements" and "Work Product" as described in Exhibit A attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

 As consideration for the Sale, and subject to the availability of funds and the terms of the Acquisition Agreement, the District agrees to pay the amount identified in Exhibit A attached hereto, which represents the actual cost of constructing and/or creating the Improvements.

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,
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT	AK OAKMONT LLC
Name: Title:	Name:Title:

<u>EXHIBIT A</u>

Description of Improvements and Work Product

	CONTRACT NAME	CONTRACT DATE	PHASE	AMOUNT
1	Faulkner Engineering Services, Inc.	12/20/2017	Phase 2A-2, 2C-1, 2C-2, 79G Testing	\$66,250.00
2	Faulkner Engineering Services, Inc.	04/30/2019	Phase 2D-1, 2D-2, 79g Testing	\$42,700.00
3	Faulkner Engineering Services, Inc.	11/15/2018	Phase 2E, 79g Testing	\$31,000.00
4	Bravo Fence, Inc.	01/16/2020	Phase 2E Retaining Wall Fence	\$11,174.00
5	Bravo Fence, Inc.	04/24/2020	Phase 2D Retaining Wall Fence	\$13,370.00
6	DS Boring, LLC	07/13/2018	Phase 2A2 Boring	\$42,718.75
7	DS Boring, LLC		Phase 2E Boring	\$29,035.00
8	Randy Suggs, Inc.	09/01/2020	Phase 2D2	\$82,427.23
9	Tucker Paving, Inc.	12/06/2019	Phase 2C2	\$12,913.99
10	Dewberry Engineers, Inc.	02/04/2019	Oakmont Pump Station – Standby	\$24,900.00
			Generator Design	
11	Modica & Associates	12/14/2017	Phases 2C-1, 2C-2 and 2A-2	\$
			Gopher Tortoise Relocation	
12	Modica & Associates	10/23/2018	Phase 2D Gopher Tortoise	\$48,307.11
			Relocation	
13	Modica & Associates	08/20/2018	Phase 2E	\$18,464.00
14	Modica & Associates	11/15/2017	Phases 2C-1, 2C-2, and 2A-2 GT	\$4,300.00
			Surveying and Permitting	
15	Heidt Design, LLC	02/11/2020	Bowen Road Design and	\$33,500.00
			Permitting	
	TOTAL:			\$

CORPORATE DECLARATION AND AGREEMENT [IMPROVEMENTS & WORK PRODUCT]

Ι, ͺ	
Florida cor	
1.	I have personal knowledge of the matters set forth in this Declaration.
2.	My name is, and I am of the Developer. I have authority to make this Declaration on behalf of Developer.
3.	Developer is the developer of certain lands within the Solterra Resort Community Development District, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes ("District").
4.	The District's <i>Report of the District Engineer</i> , dated September 11, 2018 (" 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, <i>Florida Statutes</i> .
5.	Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in Exhibit A . The attached Exhibit A accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and 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 improvements and work product.
6.	Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements and work product identified in Exhibit A .
	[CONTINUED ON NEXT PAGE]

	Executed this	day of	, 2022.	
			AK OAKMONT LLC	
			Name: Title:	
	E OF			
		day of	ged before me by means of physical presence or 2022, by	as
autho	ority to execute the foregonis day in person, and who	oing on behalf of the	of, and we entit(ies) identified above, and who appeared before known to me, or produced	ith ore
as ide	entification.			
			NOTARY PUBLIC, STATE OF	
	(NOTARY SEAL)		Name:(Name of Notary Public, Printed, Stamped or Typed as Commissioned)	•

Exhibit A – Description of Improvements and Work Product

DISTRICT ENGINEER'S CERTIFICATE [IMPROVEMENTS AND WORK PRODUCT]

2022
. 2022

Board of Supervisors Solterra Resort Community Development District

Re: Acquisition of Improvements and Work Product

Ladies and Gentlemen:

The undersigned is a representative of Stantec Consulting Services Inc. ("District Engineer"), as District Engineer for the Solterra Resort Community Development District ("District") and does hereby make the following certifications in connection with the District's acquisition from AK Oakmont LLC ("Developer") as to certain public "Improvements" and "Work Product" as further detailed in Exhibit A. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

- 1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
- The Improvements are within the scope of the District's capital improvement plan as set forth in the District's Report of the District Engineer, dated September 11, 2018 ("Engineer's Report"), and specially benefit property within the District as further described in the Engineer's Report.
- 3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
- 4. The total costs associated with the Improvements and Work Product are as set forth in **Exhibit A.** Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
- 5. All known plans, permits and specifications for the maintenance of the Improvements are on file with the District, and have been transferred, or are capable of being transferred, to the District for maintenance responsibilities.

[CONTINUED ON NEXT PAGE]

6.	With this document, I hereby certify that it is appropriate at this time for the District to
	acquire the Improvements.

STANTEC CONSULTING SERVICES INC.

	, P.E.
	Florida Registration No
	District Engineer
STATE OF	
COUNTY OF	
The foregoing instrument was acknow online notarization this day of	wledged before me by means of □ physical presence or □ as
	of, and with
authority to execute the foregoing on behalf of	of the entit(ies) identified above, and who appeared before nally known to me, or produced
	NOTARY PUBLIC, STATE OF
(NOTARY SEAL)	Name: (Name of Notary Public, Printed, Stamped or

BILL OF SALE AND LIMITED ASSIGNMENT [IMPROVEMENTS & WORK PRODUCT]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the ____ day of _____, 2022, by and between AK OAKMONT LLC, a Florida limited liability company, with an address of 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("Grantor"), and for good and valuable consideration, to it paid by the SOLTERRA RESORT 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 DPFG Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746.

(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:

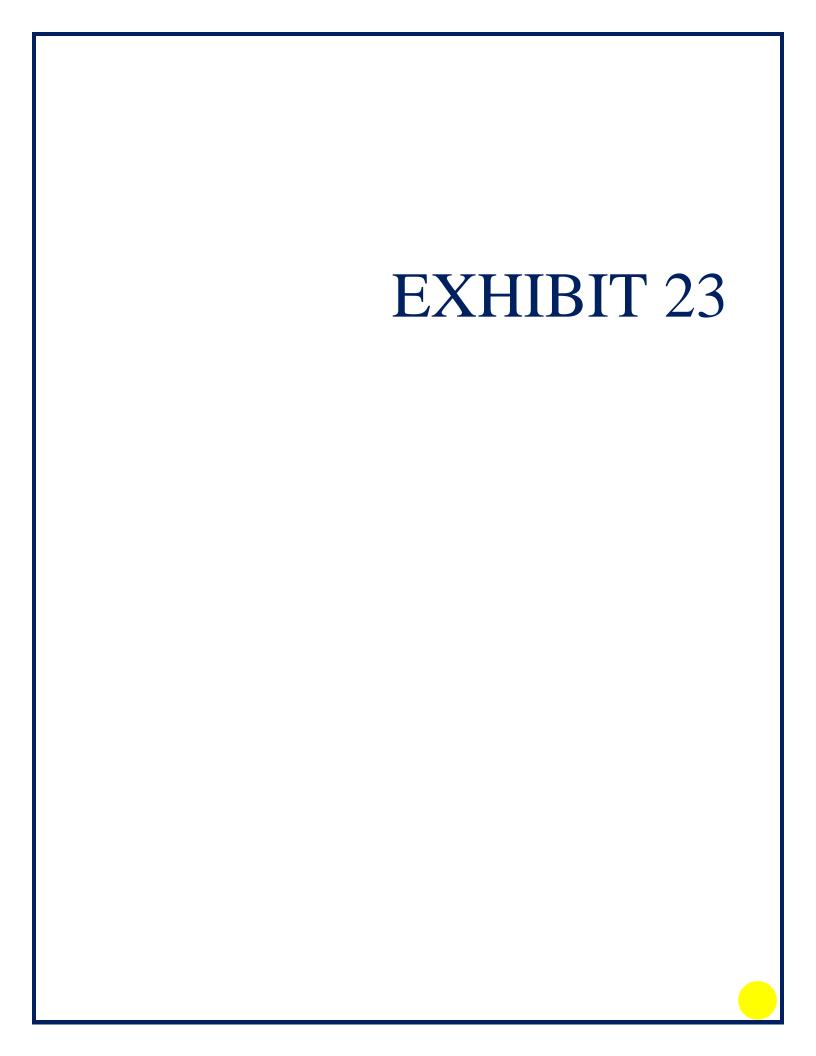
- 1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the property (together, "**Property**") described in **Exhibit A** and below to have and to hold for Grantee's own use and benefit forever:
 - a) All of the right, title, 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	AK OAKMONT LLC
By: Name:	
By:Name:	
STATE OFCOUNTY OF	
online notarization this day of	acknowledged before me by means of \square physical presence or, 2022, by
authority to execute the foregoing on b	of, and we half of the entit(ies) identified above, and who appeared before personally known to me, or produced
	NOTARY PUBLIC, STATE OF
(NOTARY SEAL)	Name: (Name of Notary Public, Printed, Stamped or Typed as Commissioned)



RESOLUTION 2023-03

[PROJECT COMPLETION RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT ADDRESSING REAL ESTATE CONVEYANCES AND PERMITS; ACCEPTING THE CERTIFICATE OF THE DISTRICT ENGINEER THAT THE 2013 PROJECT, 2014 PROJECT AND 2018 PROJECT ARE COMPLETE; ACCEPTING THE CERTIFICATE OF THE ASSESSMENT CONSULTANT REGARDING SPECIAL ASSESSMENTS; RECOGNIZING THE SATISFACTION OF CONTRIBUTION REQUIREMENTS; DECLARING THE 2013 PROJECT, 2014 PROJECT AND 2018 PROJECT COMPLETE; PROVIDING DIRECTION TO THE TRUSTEE TO RELEASE FUNDS AND PAY FINAL REQUISITIONS; FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S 2013 BONDS, 2014 BONDS AND 2018 BONDS; AUTHORIZING A MUTUAL RELEASE; PROVIDING FOR SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Background

WHEREAS, the Solterra Resort Community Development District ("**District**") was established for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

2013 Bonds & 2013 Project

WHEREAS, on April 23, 2013, the District issued its \$5,420,000 Taxable Special Assessment Bonds, Series 2013 ("2013 Bonds"), to finance a portion of its "2013 Project;" and

WHEREAS, the 2013 Bonds were issued pursuant to that certain *Master Trust Indenture*, as supplemented by the *Second Supplemental Trust Indenture*, each between the District and U.S. Bank National Association ("Trustee") and dated March 1, 2007 and April 1, 2013, respectively (collectively, the "2013 Indenture"); and

WHEREAS, the 2013 Project is described in the *Supplemental Engineer's Report*, dated December 2012 ("2013 Engineer's Report"); and

WHEREAS, in order to secure repayment of the 2013 Bonds, and pursuant to Resolutions 2013-06, 2013-07, 2013-08, 2013-11 and 2013-14 (together, "2013 Assessment Resolution"), the District levied and imposed special assessment lien(s) (together, "2013 Assessments") on certain benefitted lands within the District known as the "2013 Assessment Area;" and

WHEREAS, the 2013 Assessments are further described in the Master Assessment Methodology Report, dated February 28, 2013, as supplemented by the Supplemental Assessment Methodology Report, dated April 18, 2013 (together, "2013 Assessment Report"); and

WHEREAS, generally stated, the 2013 Project specially benefits certain assessable lands in the District, as set forth in the 2013 Assessment Resolution, and it is reasonable, proper, just and right to assess the costs of the 2013 Project financed with the 2013 Bonds to the specially benefited properties within the District as set forth in the 2013 Assessment Resolution and this Resolution; and

2014 Bonds & 2014 Project

WHEREAS, on December 22, 2014, the District issued its \$3,830,000 Special Assessment Bonds, Series 2014 ("2014 Bonds"), to finance a portion of its "2014 Project;" and

WHEREAS, the 2014 Bonds were issued pursuant to that certain *Master Trust Indenture*, as supplemented by the *Third Supplemental Trust Indenture*, each between the District and U.S. Bank National Association ("Trustee") and dated March 1, 2007 and December 1, 2014, respectively (collectively, the "2014 Indenture"); and

WHEREAS, the 2014 Project is described in the *Report of the District Engineer*, dated December 3, 2014 ("2014 Engineer's Report"); and

WHEREAS, in order to secure repayment of the 2014 Bonds, and pursuant to Resolutions 2014-09, 2014-10, 2015-01 and 2015-07 (together, "2014 Assessment Resolution"), the District levied and imposed special assessment lien(s) (together, "2014 Assessments") on certain benefitted lands within the District known as the "2014 Assessment Area;" and

WHEREAS, the 2014 Assessments are further described in the *First Supplemental Master Assessment Methodology Report*, dated August 21, 2014 (revised October 6, 2014), as supplemented by the *Supplemental Assessment Methodology Report*, dated December 18, 2014 (together, "2014 Assessment Report"); and

WHEREAS, generally stated, the 2014 Project specially benefits certain assessable lands in the District, as set forth in the 2014 Assessment Resolution, and it is reasonable, proper, just and right to assess the costs of the 2014 Project financed with the 2014 Bonds to the specially benefited properties within the District as set forth in the 2014 Assessment Resolution and this Resolution; and

2018 Bonds & 2018 Project

WHEREAS, on October 4, 2018, the District issued its \$9,420,000 Special Assessment Bonds, Series 2018 ("2018 Bonds," together with the 2013 Bonds and 2014 Bonds, the "Project Bonds"), to finance a portion of its "2018 Project" (together with the 2013 Project and 2014 Project, the "Projects"); and

WHEREAS, the 2018 Bonds were issued pursuant to that certain *Master Trust Indenture*, as supplemented by the *Fourth Supplemental Trust Indenture*, each between the District and U.S. Bank National Association ("**Trustee**") and dated March 1, 2007 and October 1, 2018, respectively (collectively, the "**2018 Indenture**"); and

WHEREAS, the 2018 Project is described in the *Report of the District Engineer*, dated September 11, 2018 ("2018 Engineer's Report"); and

WHEREAS, in order to secure repayment of the 2018 Bonds, and pursuant to Resolutions 2018-11 and 2018-13 (together, "2018 Assessment Resolution," together with the 2013 Assessment Resolution and 2014 Assessment Resolution, the "Assessment Resolutions"), the District levied and imposed special assessment lien(s) (together, "2018 Assessments") on certain benefitted lands within the District known as the "2018 Assessment Area;" and

WHEREAS, the 2018 Assessments are further described in the Master Assessment Methodology Report, dated February 28, 2013, as supplemented by the First Supplemental Master Assessment Methodology Report, dated August 21, 2014 (revised October 6, 2014), and the Second Supplemental Assessment Methodology Report, dated September 20, 2018 (together, "2018 Assessment Report"); and

WHEREAS, generally stated, the 2018 Project specially benefits certain assessable lands in the District, as set forth in the 2018 Assessment Resolution, and it is reasonable, proper, just and right to assess the costs of the 2018 Project financed with the 2018 Bonds to the specially benefited properties within the District as set forth in the 2018 Assessment Resolution and this Resolution; and

Completion of Projects

WHEREAS, the Projects and all components thereof, have been completed; and

WHEREAS, pursuant to Chapter 170, *Florida Statutes*, and the Indenture, the District Engineer has executed and delivered an Engineer's Certificate ("Engineer's Certificate"), attached hereto as **Exhibit A**, wherein the District Engineer certified the Projects complete as of a certain date; and

WHEREAS, the District has also made certain determinations in connection with the completion of the Projects, as set forth in Exhibit B ("Assessment Consultant's Certificate"); and

WHEREAS, upon receipt of and in reliance upon the Engineer's Certificate, the District's Board desires to certify the Projects complete in accordance with the Indenture and pursuant to Chapter 170, Florida Statutes; and

WHEREAS, based on the Engineer's Certificate, the Board desires to declare the Project complete for purposes of the Indenture and Chapter 170, *Florida Statutes*;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT:

- **1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- **2. AUTHORITY.** This Resolution is adopted pursuant the Indenture and provisions of Florida law, including Chapters 170 and 190, *Florida Statutes*.
- 3. ACCEPTANCE OF ENGINEER'S CERTIFICATE AND ASSESSMENT CONSULTANT'S CERTIFICATE. The Board hereby accepts the Engineer's Certificate, attached hereto as Exhibit A, and Assessment Consultant's Certificate, attached hereto as Exhibit B, and certifies the Projects complete in accordance with the Assessment Resolution, the Indenture and Chapter 170 of the Florida Statutes. The

Completion Date, as that term is defined in the Master Trust Indenture, and for the Projects, shall be the date on which the Remaining Payment (as defined in the Engineer's Certificate) is made.

- **4. SATSFACTION OF CONTRIBUTION REQUIREMENTS.** As noted in **Exhibit B**, the Developer has satisfied any and all Contribution Requirements (as defined in **Exhibit B**), and the District hereby formally recognizes the satisfaction of all Contribution Requirements relating to the Projects.
- 5. DIRECTION TO TRUSTEE. The District Manager is directed to provide a copy of this Resolution with its exhibits to the Trustee and direct the Trustee to effect any final transfers of funds from the applicable reserve accounts and/or acquisition and construction accounts for the Project Bonds, and, upon satisfaction of the Remaining Payment (as defined in Exhibit B), close the applicable acquisition and construction accounts.
- 6. FINALIZATION OF 2013 ASSESSMENTS. Pursuant to Section 170.08, Florida Statutes, and the 2013 Assessment Resolution, and because the 2013 Project is complete, the 2013 Assessments are to be credited the difference in the assessment as originally made, approved, and confirmed and a proportionate part of the actual project costs of the 2013 Project. Because all of the original construction proceeds from the 2013 Bonds were used to construct the 2013 Project, and all Contribution Requirements were satisfied (if any), no such credit is due. Accordingly, and pursuant to Section 170.08, Florida Statutes, and the 2013 Assessment Resolution, the 2013 Assessments are hereby finalized in the amount of the outstanding debt due on the 2013 Bonds in accordance with Exhibit B herein, and are hereby apportioned in accordance with the 2013 Assessment Report and the Final Assessment Lien Roll on file with the District Manager.
- 7. FINALIZATION OF 2014 ASSESSMENTS. Pursuant to Section 170.08, Florida Statutes, and the 2014 Assessment Resolution, and because the 2014 Project is complete, the 2014 Assessments are to be credited the difference in the assessment as originally made, approved, and confirmed and a proportionate part of the actual project costs of the 2014 Project. Because all of the original construction proceeds from the 2014 Bonds were used to construct the 2014 Project, and all Contribution Requirements were satisfied (if any), no such credit is due. Accordingly, and pursuant to Section 170.08, Florida Statutes, and the 2014 Assessment Resolution, the 2014 Assessments are hereby finalized in the amount of the outstanding debt due on the 2014 Bonds in accordance with Exhibit B herein, and are hereby apportioned in accordance with the 2014 Assessment Report and the Final Assessment Lien Roll on file with the District Manager.
- **8. FINALIZATION OF 2018 ASSESSMENTS.** Pursuant to Section 170.08, *Florida Statutes*, and the 2018 Assessment Resolution, and because the 2018 Project is complete, the 2018 Assessments are to be credited the difference in the assessment as originally made, approved, and confirmed and a proportionate part of the actual project costs of the 2018 Project. Because all of the original construction proceeds from the 2018 Bonds were used to construct the 2018 Project, and all Contribution Requirements were satisfied (if any), no such credit is due. Accordingly, and pursuant to Section 170.08, *Florida Statutes*, and the 2018 Assessment Resolution, the 2018 Assessments are hereby finalized in the amount of the outstanding debt due on the 2018 Bonds in accordance with **Exhibit B** herein, and are hereby apportioned in accordance with the 2018 Assessment Report and the Final Assessment Lien Roll on file with the District Manager.
- **9. REAL ESTATE CONVEYANCES; PERMITS.** In connection with the District's Projects, the District: (i) has accepted permits, approvals, right-of-way agreements and other similar documents from

governmental entities for the construction and/or operation of the Projects, and (ii) has accepted, conveyed and/or dedicated certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, has executed plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of improvements, work product and land ((i) and (ii) together, the "Conveyances"). All such prior Conveyances are hereby ratified, and any remaining Conveyances are hereby authorized to be completed.

- **10. MUTUAL RELEASE.** Because the Projects are complete, the District hereby authorizes execution of the Mutual Release, attached hereto as **Exhibit C**.
- 11. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.
- **12. TRUE-UP PAYMENTS.** Pursuant to the Assessment Resolutions, among other documents, there may be required from time to time certain true-up payments. Nothing herein shall be deemed to amend or alter the requirement to make true-up payments as and when due.
- **13. GENERAL AUTHORIZATION.** The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution or desirable or consistent with the requirements or intent hereof.
- **14. CONFLICTS.** All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed. This Resolution is intended to supplement the Assessment Resolutions which remain in full force and effect. This Resolution and the Assessment Resolutions shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
- **15. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
 - **16. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK]

PAS	SED AND ADOPTED this day of	, 2022.
ATTEST:		SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
Secretary		By:
Exhibit A: Exhibit B:	Engineer's Certificate Assessment Consultant's Certificate	

Exhibit C:

Mutual Release

EXHIBIT A ENGINEER'S CERTIFICATE

ENGINEER'S CERTIFICATE COMPLETION OF 2013 PROJECT, 2014 PROJECT AND 2018 PROJECT

_	2	0	2	2
,	_	v	_	_

Board of Supervisors Solterra Resort Community Development District

U.S. Bank National Association, as Trustee

RE: Certificate of Completion for 2013 Project, 2014 Project and 2018 Project

This Certificate is furnished in accordance Chapter 170, Florida Statutes, and regarding the District's "2013 Project," as described in the Engineer's Report, dated December, 2012, "2014 Project," as described in the Report of District Engineer, dated August 21, 2014, and "2018 Project," as described in the Report of District Engineer, dated September 11, 2018. This Certificate is intended to evidence the completion of the 2013 Project, 2014 Project and 2018 Project undertaken by the District. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in Resolution 2022-_____. The undersigned, as an authorized representative of District Engineer, hereby makes the following certifications upon which the District may rely:

- 1. I have reviewed certain available documentation, including, but not limited to, agreements, invoices, plans, plats, deeds, bills of sale, and other documentation relating to the District's 2013 Project, 2014 Project and 2018 Project and have had an opportunity to inspect the improvements and work product comprising the 2013 Project, 2014 Project and 2018 Project.
 - 2. It is my professional opinion that:
 - a. The 2013 Project, 2014 Project and 2018 Project, and all components thereof, have been acquired, constructed and installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
 - b. To the best of my knowledge and belief, and after reasonable inquiry, all labor, services, materials, and supplies used in the 2013 Project, 2014 Project and 2018 Project have been paid for and, where practicable, acknowledgment of such payments has been obtained from all contractors and suppliers.
 - c. The purchase price paid by the District for the 2013 Project, 2014 Project and 2018 Project was no more than the lesser of: (i) the fair market value of such improvements and work product at the time of construction, and (ii) the actual cost of construction of such improvements and creation of the work product.
 - d. The 2013 Project cost at least the amount of (i) the acquisition and construction proceeds available from the \$5,420,000 Special Assessment Bonds, Series 2013, plus (ii) applicable assessment contributions, if any, as set forth in the District's assessment methodologies.

- e. The 2014 Project cost at least the amount of (i) the acquisition and construction proceeds available from the \$3,830,000 Special Assessment Bonds, Series 2014, plus (ii) applicable assessment contributions, <u>if any</u>, as set forth in the District's assessment methodologies.
- f. The 2018 Project cost at least the amount of (i) the acquisition and construction proceeds available from the \$9,420,000 Special Assessment Bonds, Series 2018, plus (ii) applicable assessment contributions, if any, as set forth in the District's assessment methodologies.
- g. The 2013 Project, as completed, continues to provide sufficient benefit to support the 2013 Assessments on the 2013 Assessment Area; the 2014 Project, as completed, continues to provide sufficient benefit to support the 2014 Assessments on the 2014 Assessment Area; and the 2018 Project, as completed, continues to provide sufficient benefit to support the 2018 Assessments on the 2018 Assessment Area.
- 3. The District did not fund any improvements that generated impact fee credits or similar credits.
- 4. With respect to the 2018 Project, and pursuant to Section 4.01(g) of the *Fourth Supplemental Trust Indenture*, all lots within the Series 2018 Assessment Area have been developed and platted.
- 5. All plans and specifications necessary for the operation and maintenance of the improvements made for the 2013 Project, 2014 Project and 2018 Project are complete, in good standing, and on file with the District Engineer or have been transferred to the appropriate governmental entity having charge of such operation and maintenance. The following permits are the only permits necessary for the District's operation of the 2013 Project, 2014 Project and 2018 Project, and they have been transferred into the District's name, or are in the process of being transferred into the District's name:

•	That certain right-of-way approval, identified as
•	That certain environmental resource permit, identified as
•	That certain water use permit, identified as

6. The Date of Completion of the 2013 Project, 2014 Project and 2018 Project shall be the date on which the Remaining Payment is made, as defined under Resolution 2022-__.

[CONTINUED ON NEXT PAGE]

Engineer's Certificate.		
		
	Florida Registration No. District Engineer	
STATE OF		
The foregoing instrument was acknow	ledged before me by means of \Box	physical presence or □ online
notarization, this day of, 2022, Development District, who is personally known to	by, P.E., District Engi	neer of the Solterra Community
did [] or did not [] take the oath.	nie or who has produced	as identification, and
	Notary Public, State of	
	Print Name:	
	Commission No.:	
	My Commission Expires:	

WHEREFORE, the undersigned authorized representative of the District Engineer executes this

EXHIBIT B ASSESSMENT CONSULTANT'S CERTIFICATE

ASSESSMENT CONSULTANT'S CERTIFICATE COMPLETION OF 2013 PROJECT, 2014 PROJECT AND 2018 PROJECT

May ___, 2022

Board of Supervisors Solterra Resort Community Development District

U.S. Bank National Association, as Trustee

RE: Completion of 2013 Project, 2014 Project and 2018 Project

This Certificate is furnished in accordance with Chapter 170, Florida Statutes, and section 5.01(c) of the Master Trust Indenture, between the Solterra Resort Community Development District ("District") and U.S. Bank National Association, as Trustee, and in connection with the District's \$5,420,000, Special Assessment Bonds, Series 2013 ("2013 Bonds"), \$3,830,000 Special Assessment Bonds, Series 2014 ("2014 Bonds") and \$9,420,000 Special Assessment Bonds, Series 2018 ("2018 Bonds"). This Certificate is intended to address certain matters in connection with the completion of the 2013 Project, 2014 Project and 2018 Project, as defined in the applicable trust indentures for the 2013 Bonds, 2014 Bonds and 2018 Bonds. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in Resolution 2022-____.

The undersigned, as an authorized representative of the District's Assessment Consultant, hereby makes the following certifications upon which the District may rely:

1. Finalization of 2013 Assessments

- a. The District has spent all monies from the applicable construction account for the 2013 Project, with the exception of \$_____.
- b. The Developer has satisfied any and all requirements, <u>if any</u>, to make Contributions (defined below) of infrastructure in connection with the reduction of 2013 Assessments to meet target levels, and/or to repay any impact fee credits.
- c. As of the date hereof, no rebate amount is due and owing to the federal government with respect to the 2013 Bonds.
- d. Accordingly, and pursuant to Section 170.08, Florida Statutes, no credit is due in connection with finalizing the 2013 Assessments. The benefit to the lands subject to the 2013 Assessments from the completed 2013 Project is sufficient to support the 2013 Assessments, and the 2013 Assessments are fairly and reasonably allocated consistent with the Assessment Report.
- e. Further, the 2013 Assessments are sufficient to pay the remaining debt service on the 2013 Bonds.
- f. Based on a review of the applicable plats for all lands within the District, no true-up is presently due and owing at this time under the Assessment Resolutions.

2. Finalization of 2014 Assessments

- a. The District has spent all monies from the applicable construction account for the 2014 Project, with the exception of \$_____.
- b. The Developer has satisfied any and all requirements, <u>if any</u>, to make Contributions of infrastructure in connection with the reduction of 2014 Assessments to meet target levels, and/or to repay any impact fee credits.
- c. As of the date hereof, no rebate amount is due and owing to the federal government with respect to the 2014 Bonds.
- d. Accordingly, and pursuant to Section 170.08, Florida Statutes, no credit is due in connection with finalizing the 2014 Assessments. The benefit to the lands subject to the 2014 Assessments from the completed 2014 Project is sufficient to support the 2014 Assessments, and the 2014 Assessments are fairly and reasonably allocated consistent with the Assessment Report.
- e. Further, the 2014 Assessments are sufficient to pay the remaining debt service on the 2014 Bonds.
- f. Based on a review of the applicable plats for all lands within the District, no true-up is presently due and owing at this time under the Assessment Resolutions.

3. Finalization of 2018 Assessments

- a. The District has spent all monies from the applicable construction account for the 2018 Project, with the exception of \$_____.
- b. The Developer has satisfied any and all requirements, <u>if any</u>, to make Contributions of infrastructure in connection with the reduction of 2018 Assessments to meet target levels, and/or to repay any impact fee credits.
- c. As of the date hereof, no rebate amount is due and owing to the federal government with respect to the 2018 Bonds.
- d. Accordingly, and pursuant to Section 170.08, Florida Statutes, no credit is due in connection with finalizing the 2018 Assessments. The benefit to the lands subject to the 2018 Assessments from the completed 2018 Project is sufficient to support the 2018 Assessments, and the 2018 Assessments are fairly and reasonably allocated consistent with the Assessment Report.
- e. Further, the 2018 Assessments are sufficient to pay the remaining debt service on the 2018 Bonds.
- f. Based on a review of the applicable plats for all lands within the District, no true-up is presently due and owing at this time under the Assessment Resolutions.
- 4. With respect to the 2018 Project, and pursuant to Section 4.01(g) of the *Fourth Supplemental Trust Indenture*, all lots within the Series 2018 Assessment Area have been sold to builders, and all such sales have closed, and there is not an event of default under the *Fourth Supplemental Trust Indenture*.

2018 Bonds, and the Remaining Payment is due and owing to the project developer pursuant to the applicable acquisition agreement(s) for the Projects.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the undersigned authorized representative of the District's Assessment Consultant executes this Assessment Consultant's Certificate.

DPFG MANAGEMENT & CONSULTING, LLC By: ______ Its:_____ The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of ______, 2022, by ______, on behalf of DPFG Management & Consulting, LLC as Assessment Consultant for the Solterra Resort Community Development District, who is personally known to me or who has produced ______ as identification, and did [] or did not [] take the oath. | Notary Public, State of ______ Print Name: ________

My Commission Expires: _____

EXHIBIT C MUTUAL RELEASE

MUTUAL RELEASE

This Mutual Release ("Release") is made and entered into by and between:

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida ("**District**"), and

AK OAKMONT, LLC, a Florida limited liability company, with a mailing address of 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Developer**").

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Polk County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the primary developer of certain lands in within the boundaries of the District; and

WHEREAS, on April 23, 2013, the District issued its \$5,420,000 Special Assessment Bonds, Series 2013 ("2013 Bonds"), to finance a portion of its "2013 Project;" and

WHEREAS, the 2013 Project is described in the *Supplemental Engineer's Report*, dated December, 2012 ("2013 Engineer's Report"); and

WHEREAS, in connection with the 2013 Bonds, the District entered into certain agreements with the Developer, including the Agreement Regarding the Completion of Certain Improvements By and Between the Oakmont Grove Community Development District and AK Oakmont, LLC ("2013 Completion Agreement"), and the Agreement Regarding the Acquisition of Certain Work Product, Infrastructure, and Real Property By and Between Oakmont Grove Community Development District and the AK Oakmont, LLC, dated April 23, 2013 ("2013 Acquisition Agreement"); and

WHEREAS, on December 22, 2014, the District issued its \$3,830,000 Special Assessment Bonds, Series 2014 ("2014 Bonds"), to finance a portion of its "2014 Project;" and

WHEREAS, the 2014 Project is described in the *Report of the District Engineer*, dated August 21, 2014 ("2014 Engineer's Report"); and

WHEREAS, in connection with the 2014 Bonds, the District entered into certain agreements with the Developer, including the *Completion Agreement (2014 Bonds)*, dated December 22, 2014 ("2014

Completion Agreement"), and the *Acquisition Agreement*, dated December 22, 2014 ("**2014 Acquisition Agreement**"); and

WHEREAS, on October 4, 2018, the District issued its \$9,420,000 Special Assessment Bonds, Series 2018 ("2018 Bonds"), to finance the second portion of its "2018 Project;" and

WHEREAS, the 2018 Project originally was estimated to cost approximately \$19,495,000 and is described in the *Report of the District Engineer*, dated September 11, 2018 ("2018 Engineer's Report"); and

WHEREAS, in connection with the 2018 Bonds, the District entered into certain agreements with the Developer, including the *Completion Agreement (2018 Bonds)*, dated October 4, 2018 ("2018 Completion Agreement" together with the 2013 Completion Agreement and 2014 Completion Agreement, "Completion Agreements"), and the *Acquisition Agreement (2018 Bonds)*, dated October 4, 2018 ("2018 Acquisition Agreement," together with the 2013 Acquisition Agreement and 2014 Acquisition Agreement, "Acquisition Agreements"); and

WHEREAS, pursuant to Resolution 2022-___ ("Project Completion Resolution"), the District is in the process of declaring the Projects complete; and

WHEREAS, in order to ensure that certain target assessment levels were achieved at the Developer's request and for the debt assessments securing the Bonds, the Developer was required to make contributions to the District ("Contribution Requirements") for certain series of bonds, and in infrastructure and/or work product; and

WHEREAS, the Developer has satisfied the Contribution Requirements, and, as part of the project completion process, the District desires to formally recognize the satisfaction of such Contribution Requirements; and

WHEREAS, the Developer not only provided the Contribution Requirements but additionally provided additional funds and/or work product and improvements to the District at no cost and pursuant to the Acquisition Agreements; and

WHEREAS, also in connection with the project completion process, the District intends to make payment for these additional costs of the Projects using any remaining monies available in the acquisition and construction accounts, and reserve accounts to the extent authorized under the applicable indentures, for the Bonds, and in the amount of \$______ ("Remaining Payment"); and

WHEREAS, in exchange for the Remaining Payment, the Developer and the District desire to enter into a mutual release agreement relating to the completion of the Projects;

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

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

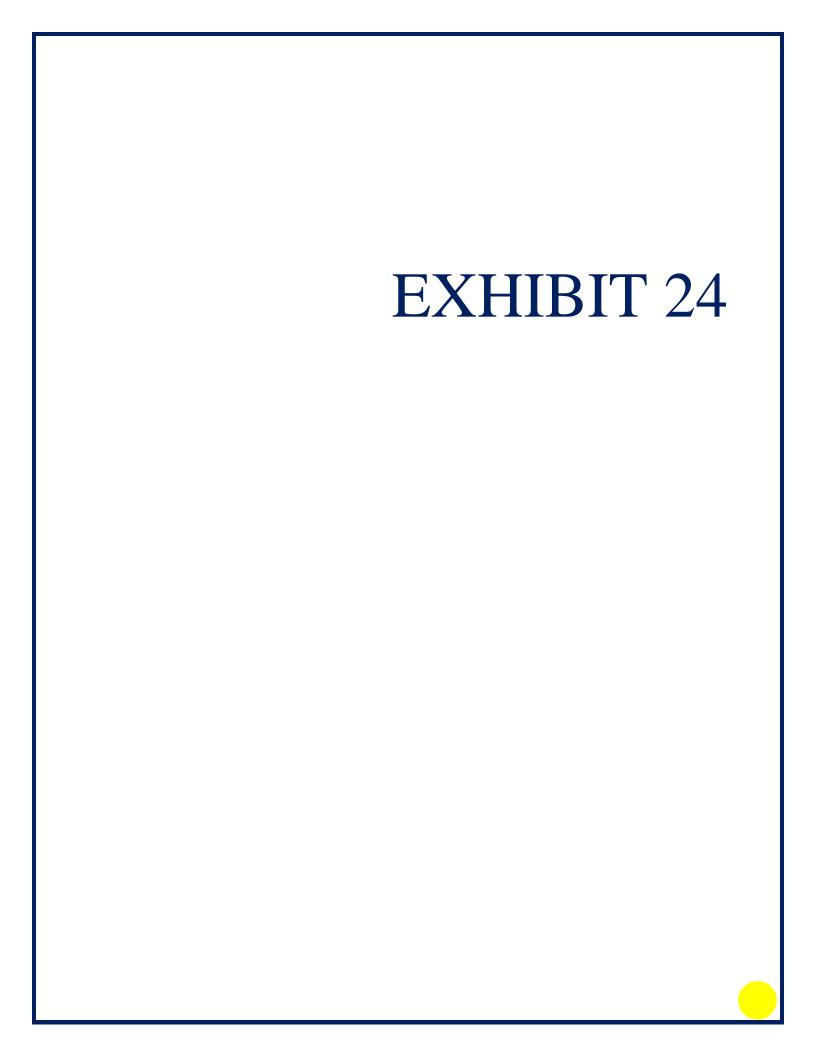
2. REMAINING PAYMENT; MUTUAL RELEASES. The Developer and District hereby agree that, subject to the District's payment of the Remaining Payment, the Developer has been paid in full for any amounts owed in connection with the Projects, and that there are no amounts of any kind due now or in the future, whether as construction proceeds, deferred costs, or otherwise, and whether pursuant to the Acquisition Agreements, Completion Agreements, applicable Trust Indentures or any other agreement, to the Developer and relating in any way to the Projects or the Bonds. Accordingly, and subject to the District's payment of the Remaining Payment, the Developer hereby acknowledges receipt of all payments due and owing for work product, infrastructure, or land conveyance, or any other amount owed relating in any way to the Projects or Bonds; certifies that there are no outstanding requests for payment and that there is no disagreement as to the appropriateness of any such payments; and further waives and releases any claim, entitlement, or right it presently has or may have in the future to any additional payment of amounts due and owing related to the Projects or Bonds.

In consideration therefor, and with the exception that the Developer shall reasonably cooperate to transfer to the District the remaining permits identified in the Project Completion Resolution, the District does hereby release, release, remit, acquit, and forever discharge from any and all claims, demands, damages, attorney's fees (including appellate attorney's fees), costs, debts, actions, causes of action, and suits of any kind or nature whatsoever all claims it presently has or may have in the future against the Developer and its assigns, successors, predecessor and successor corporations, parent corporations, subsidiaries, affiliates, officers (past and present), employees (past and present), independent agents (past and present), agents (past and present, attorneys (past and present, partners (past and present), members (past and present), insurers (past and present), and any and all sureties and other insurers, on account of all damages, including compensatory, economic, non-economic, punitive, and all other damages, known and unknown, foreseen and unforeseen, and any and all rights, claims and demands of whatsoever kind or nature, in law or in equity, which it ever had, now have or may hereafter acquire against such parties arising out of or with respect to the construction, implementation, equipping, ownership and operation of the Projects, or any portions thereof, and any of the Acquisition Agreements or Completion Agreements. The District further agrees that the Developer has satisfied any and all Contribution Requirements.

- **3. ASSESSMENTS AND TRUE-UP PAYMENTS.** Nothing in this Mutual Release shall be construed to waive or otherwise apply to the Developer's obligation to pay assessments owed to the District and levied on lands owned by the Developer, or to waive or otherwise apply to any future true-up obligations.
- **4. EFFECTIVE DATE.** The releases contained herein shall take effect upon execution of this Release.

[THIS SPACE INTENTIONALLY LEFT BLANK]

2022.	WHEREFORE, the parties below execute this Release to be effective as of the day of	
	SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT	
	By: Its:	
	AK OAKMONT, LLC	
	By:	



Shirley M. Conley

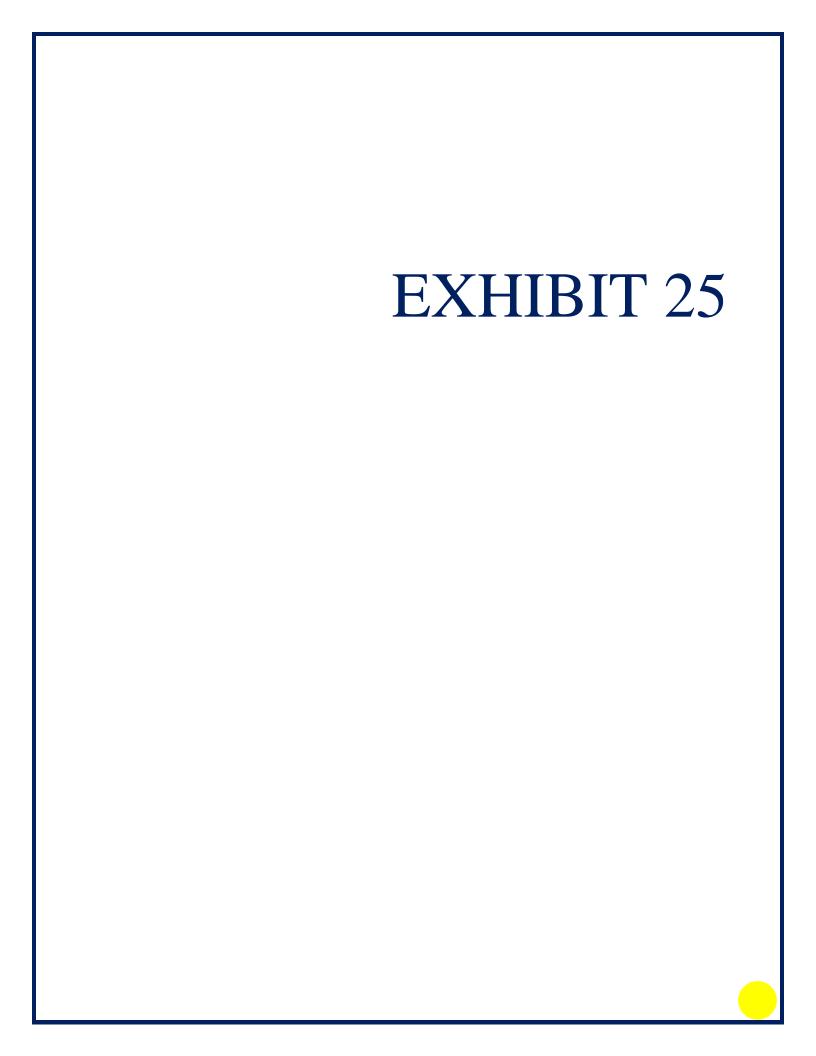
Subject: FW: Solterra CDD resignation

From: Jim Harvey < jharvey@kolter.com > Date: September 15, 2022 at 4:39:19 PM EDT

Subject: Solterra CDD resignation

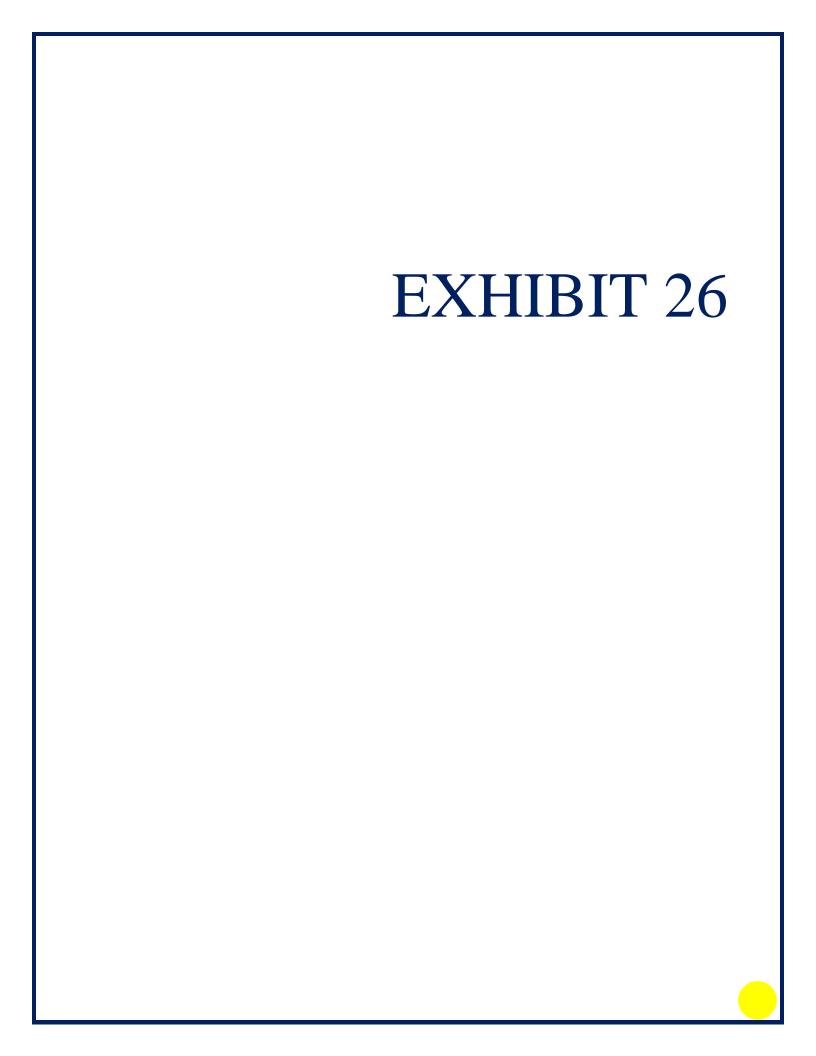
Please accept this email as my resignation as of today. Thanks

Jim Harvey
President
Kolter Land
14025 Riveredge Dr Suite 175
Tampa, FL 33637
O) 813-615-1244 ext 201
M) 813-784-6398



Solterra Resort Community Development District Board of Supervisors Oath of Office

I,	, a citizen of the United States of America, and						
	n appointed as a Supervisor of the Solterra Resort						
	ct") and a recipient of public funds on behalf of the						
District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Florida, and will faithfully, honestly, and impartially discharge the duties devolving upon me in the office of Supervisor of the Solterra Resort							
						Community Development District, located in l	=
						community 20 comprises 2 issues, recurrent	
Signature							
Date							
STATE OF FLORIDA							
COUNTY OF POLK							
	l before me by means of physical presence, this						
	_ by, who is						
	ducedas identification,						
	e aforementioned oath as a Member of the Board of						
-	ty Development District and acknowledged to and						
before me that she/he took said oath for purpo	ses therein expressed.						
WITNESS my hand and official seal th	ne date aforesaid.						
Notary Public State of Florida							
1.00.007 1.00.00 0.000 0.1.1011.00							
(Print, Type or Stamp Commissioned Name of							
Notary Public and the Date the Commission Expires)							



Solterra Resort Community Development District

NEW SUPERVISOR INFORMATION SHEET Please return completed forms to DPFG Management & Consulting, LLC Records Management 250 International Parkway, Suite 208 Lake Mary, FL 32746

Phone: 321-263-0132, EXT-742

1) Name:	
2) Address:	
3) County of Residence	
4) Phone or Cell	
5) Email Address	
6) I	\$200
If you have elected to receive compensation, then please forward the W-9 along with this New Supervisor Information Sheet.	attached
Payroll Information	
1) Date of Birth:	
2) Drivers License Number:	
*Form 1 provided as a courtesy. File Form 1 with the Supervisor of Election the County in which you permanently reside within 30 days of your appoint	

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
Print or type. See Specific Instructions on page 3.	following seven boxes. ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)
S 0	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name are	nd address (optional)
See	0.0%	
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Pa	rt I Taxpayer Identification Number (TIN)	
back resid	up withholding. For individuals, this is generally your social security number (SSN). However, for a gent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	urity number
	Employer in the account is in more than one name, see the instructions for line 1. Also see What Name and the ber To Give the Requester for guidelines on whose number to enter.	dentification number
Par	t II Certification	
Jnde	r penalties of perjury, I certify that:	
2. I a Se	e number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issum not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been not rvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) to longer subject to backup withholding; and	otified by the Internal Revenue

- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid,

other than	n or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.
Sign	Signature of

U.S. person ▶ **General Instructions**

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

Here

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN). individual taxpaver identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date ▶

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

FORM 1

STATEMENT OF

1	Λ	1	1
Z	U	Z	1

Please print or type your name, mailing address, agency name, and position below:	FINANCIAL	INTERESTS	FOR OFFICE USE ONLY:	
LAST NAME FIRST NAME MIDDLE NAME :			—	
MAILING ADDRESS :				
CITY:	ZIP: COUNTY:			
NAME OF AGENCY :				
NAME OF OFFICE OR POSITION HE	LD OR SOUGHT :			
CHECK ONLY IF	OR NEW EMPLOYEE OF	RAPPOINTEE		
+	*** THIS SECTION MUS	ST BE COMPLETED	****	
DISCLOSURE PERIOD:		_		
THIS STATEMENT REFLECTS YO	OUR FINANCIAL INTERESTS FO	OR CALENDAR YEAR END	ING DECEMBER 31, 2021.	
MANNER OF CALCULATING				- 0
			DOLLAR VALUES, WHICH REQUIRE Y BASED ON PERCENTAGE VALUE	
(see instructions for further details)				
☐ COMPARATIVE (P	ERCENTAGE) THRESHOLDS	OR DOLLA	AR VALUE THRESHOLDS	
DART A DRIMARY COURCES OF IN	ICOME [Major sources of income to	the reporting person. See instr	ructions]	
		the reporting person - See instr	•	
(If you have nothing to rep	ort, write "none" or "n/a")		•	
	ort, write "none" or "n/a") SO	URCE'S DRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY	
(If you have nothing to rep NAME OF SOURCE	ort, write "none" or "n/a") SO	URCE'S	DESCRIPTION OF THE SOURCE'S	
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(If you have nothing to reposition of the control o	ort, write "none" or "n/a") SO AD	URCE'S DRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY	
(If you have nothing to reposition of the control o	SO AD PF INCOME nd other sources of income to busine	URCE'S DRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY	
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PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, be (If you have nothing to report, write "none" or "			
TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES		
PART E — LIABILITIES [Major debts - See instructions] (If you have nothing to report, write "none" or "	"n/a")		
NAME OF CREDITOR	ADDRESS OF CREDITOR		
PART F — INTERESTS IN SPECIFIED BUSINESSES [Owner (If you have nothing to report, write "none" or "n/	rship or positions in certain types of businesses - See instructions] /a") BUSINESS ENTITY # 1 BUSINESS ENTITY # 2		
NAME OF BUSINESS ENTITY			
ADDRESS OF BUSINESS ENTITY			
PRINCIPAL BUSINESS ACTIVITY			
POSITION HELD WITH ENTITY			
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS			
NATURE OF MY OWNERSHIP INTEREST			
agency created under Part III, Chapter 163 required to complet			
I CERTIFY THAT THAV	/E COMPLETED THE REQUIRED TRAINING.		
IF ANY OF PARTS A THROUGH G ARE COM	NTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE		
SIGNATURE OF FILER:	CPA or ATTORNEY SIGNATURE ONLY		
Signature:	If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:		
	I,, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.		
Date Signed:	CPA/Attorney Signature:		
	Date Signed:		

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filling method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHEN TO FILE: *Initially*, each local officer/employee, state officer, and specified state employee must file *within 30 days* of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does <u>not</u> relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2021.

NOTICE

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

WHO MUST FILE FORM 1:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
- 4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
- 5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
- 6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county

- or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.
- 8) Officers and employees of entities serving as chief administrative officer of a political subdivision.
- 9) Members of governing boards of charter schools operated by a city or other public entity.
- 10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
- 12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
- 13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
- 14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
- 17) Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

INSTRUCTIONS FOR COMPLETING FORM 1:

INTRODUCTORY INFORMATION (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, <u>and contact your agency's financial disclosure coordinator</u>. You can find your coordinator on the Commission on Ethics website: www.ethics. state.fl.us.

NAME OF AGENCY: The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

DISCLOSURE PERIOD: The "disclosure period" for your report is the calendar year ending December 31, 2021.

OFFICE OR POSITION HELD OR SOUGHT: The title of the office or position you hold, are seeking, or held during the disclosure period <u>even if you have since left that position</u>. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. Your social security number, bank account, debit, charge, and credit card numbers are not required and you should redact them from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiation submit a written and notarized request.

MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on <u>either</u> thresholds that are comparative (usually, based on percentage values) <u>or</u> thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. <u>You must use the type of threshold you have chosen for each part of the form.</u> In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law)
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list <u>each individual company</u> from which you derived more than \$2,500. Do not aggregate all of your investment income.
- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable

- or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); *and*.
- (2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found the lease document).

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure

period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and

bonds, list <u>each individual company</u> from which you derived more than 5% of your gross income. Do not aggregate all of your investment income.

- If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); *and*,
- (2) You received more than 10% of your gross income from that business entity; *and*,
- (3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the sour principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

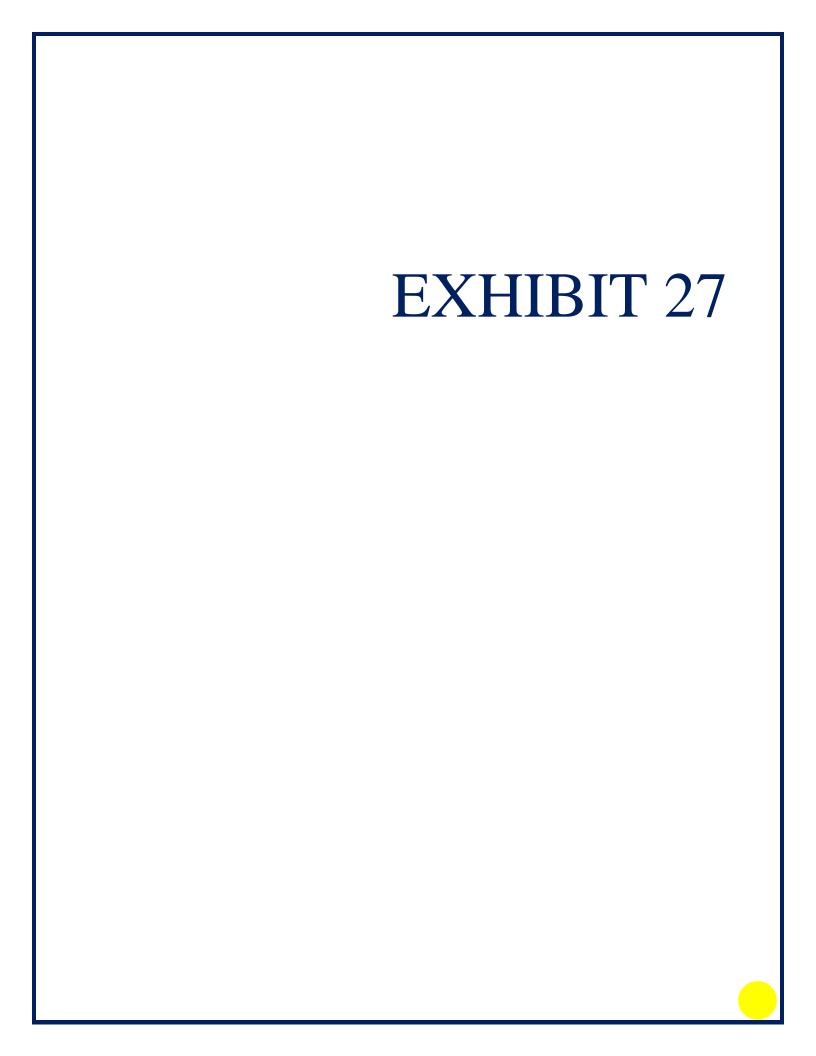
Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filling, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify or form that you have taken such training.



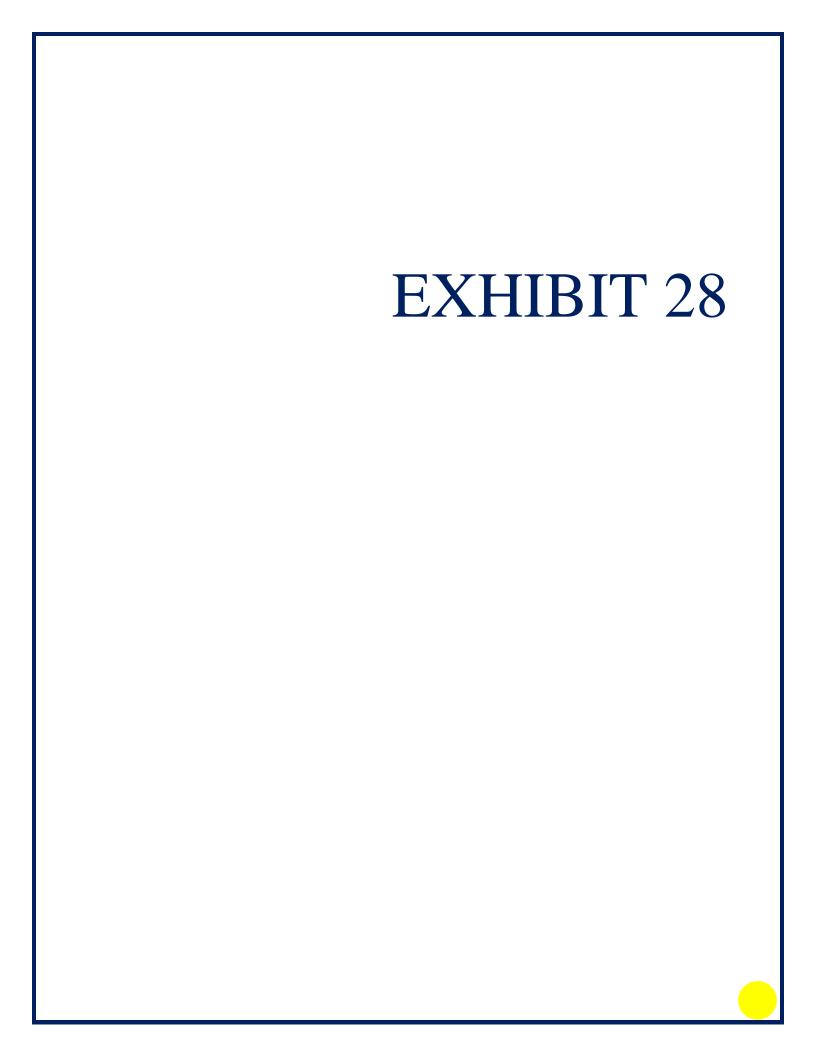
RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Solterra Resort Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Lake County, Florida; and

WHEREAS, the Board of Supervisors ("Board") of the District desires to designate the Officers of the District.

Now, THEREFO	RE, be it resolved by the Boa	ard:
SECTION 1.		is appointed Chairman.
Section 2.		is appointed Vice Chairman.
Section 3.	Larry Krause	is appointed Secretary.
	Johanna Lee	is appointed Treasurer.
	Howard McGaffney	is appointed Assistant Treasurer.
	Bridgett Alexander	is appointed Assistant Treasurer.
		is appointed Assistant Secretary.
		is appointed Assistant Secretary.
		is appointed Assistant Secretary.
	Shirley Conley	is appointed Assistant Secretary.
SECTION 4. This Resolution shall become effective immediate		me effective immediately upon its adoption.
PASSED AND	ADOPTED THIS 27TH DAY	OF OCTOBER, 2022
ATTEST		SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant S	Secretary	Chairman/Vice Chairman



RESOLUTION 2023-05

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT DESIGNATING SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Solterra Resort Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida;

WHEREAS, pursuant to Chapter 190, Florida Statues, the funds of the District shall be disbursed by the Treasurer and by other such person(s) as may be authorized by the Board; and

WHEREAS, the Board has previously established a local operating bank account for the District; and

WHEREAS, the Board has previously designated authorized signatories on the bank account; and

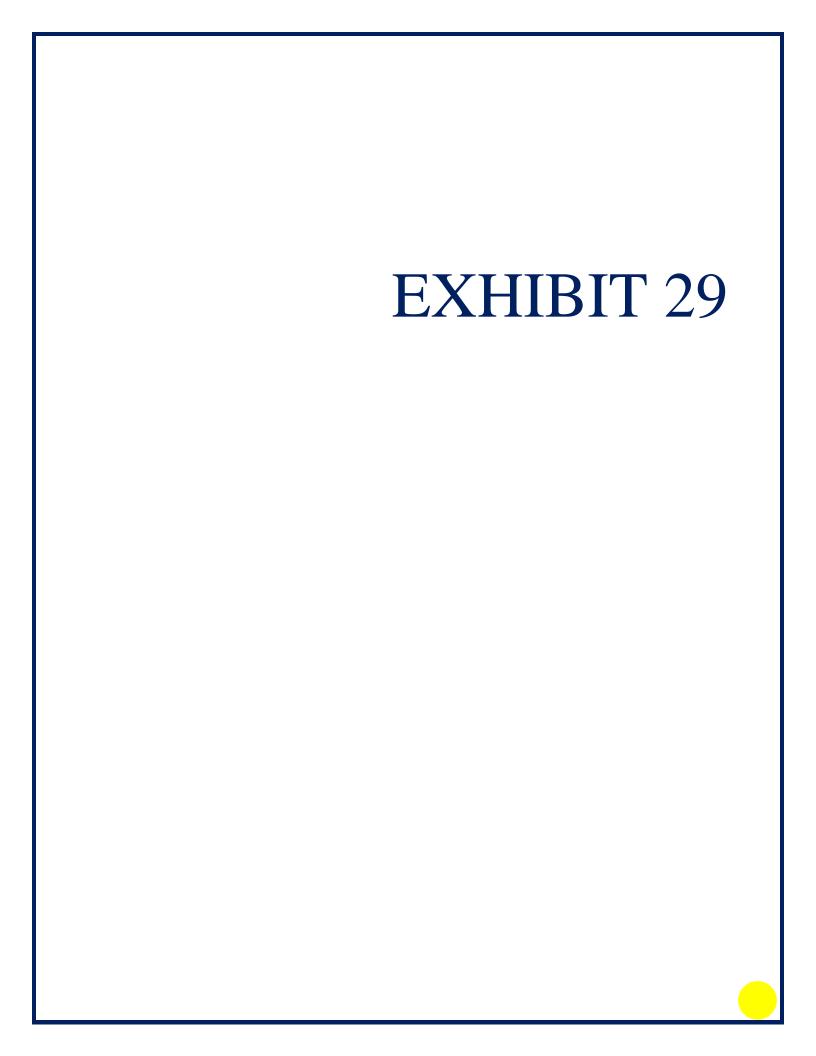
WHEREAS, the Board desires to rescind and repeal the prior designation and designate new signatories on the account.

NOW BE IT THEREFORE RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT THAT:

- **Section 1.** The Chair of the District's Board of Supervisors, and Howard McGaffney and Johanna Lee and Bridgett Alexander of DPFG Management and Consulting, LLC, are hereby designated as authorized signatories on the District's operating bank account.
- **Section 2**. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. Further, upon its passage, any previously adopted resolution designating signatories on bank accounts for the District is rescinded and repealed.

PASSED AND ADOPTED this 27th day of October, 2022.

ATTEST:	SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair, Board of Supervisors



SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

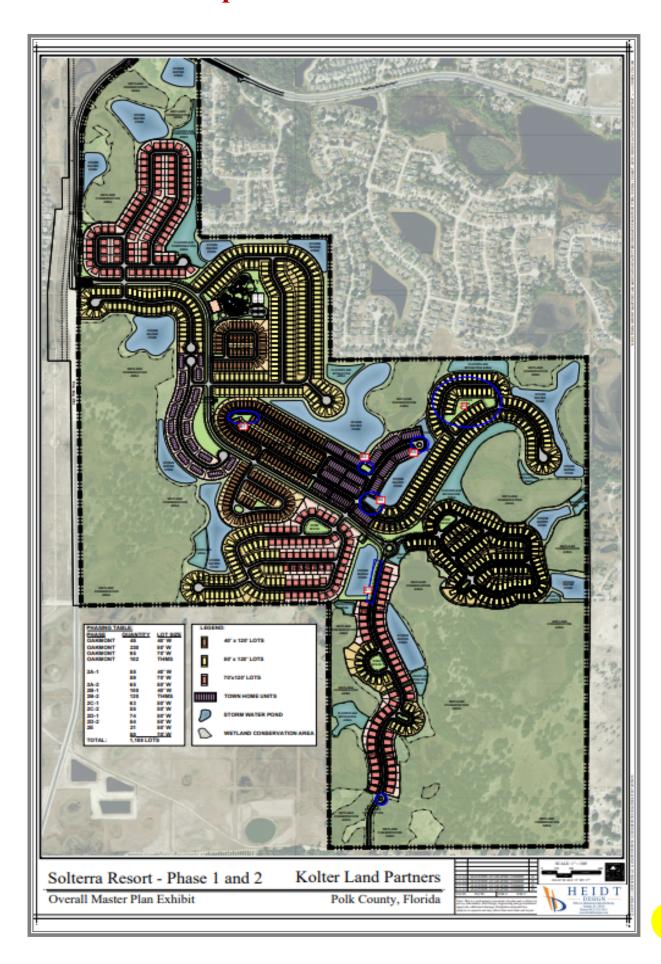
October 2022 FIELD INSPECTION REPORT

L. Krause, District Manager

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- Maintenance Map
- Pine Tree Blvd.
- Solterra Blvd.
- Entrance/Exit
- Amenity Center
- Ponds

Maintenance Map



Pine Tree and Solterra Blvd.

Ponds, trees, and other foliage look good; sidewalk work looks to be still underway by county.









Pine Tree and Solterra Blvd.













Street signs and some trees are leaning...street signs are being worked on... plantings look strong...roundabout stump needs to be removed.

Entrances / Exit



Community and subcommunity entrances look well-manicured...





Amenity Center



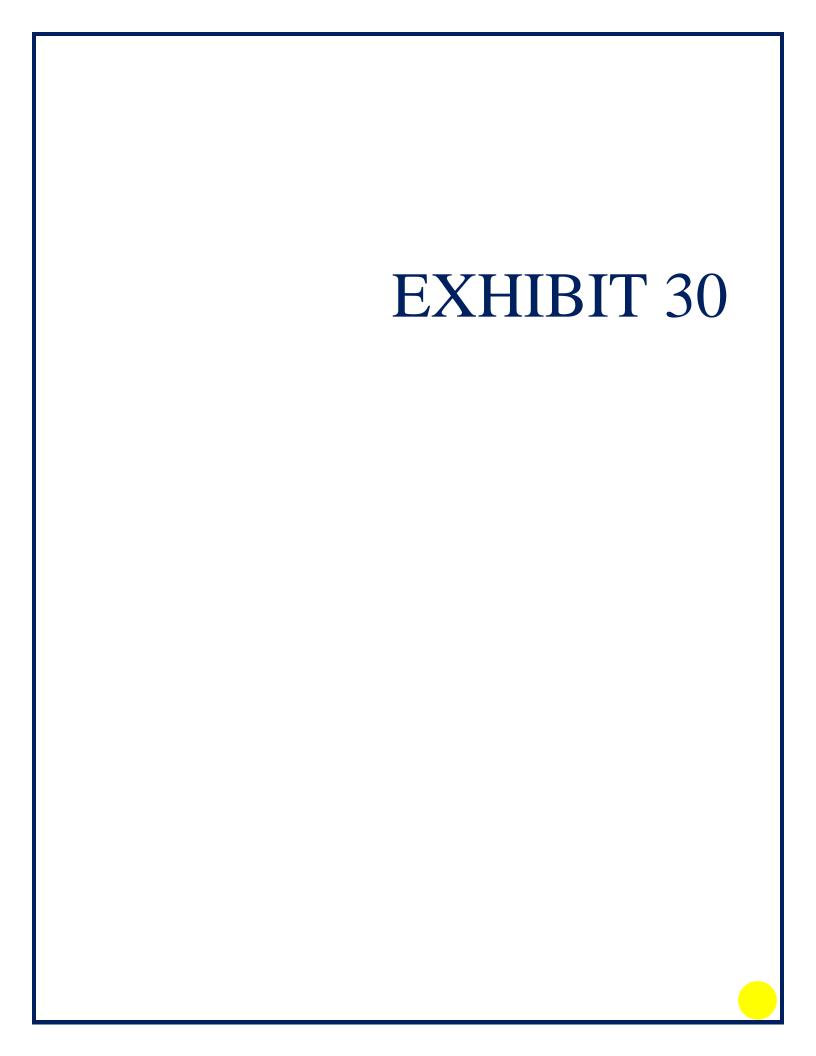
Ponds



Ponds look full and clean...







Solterra Phase 2A, 2B, 2C, 2D & 2E

Phase	Permit #	Transfer to Opp
2A	26971.007	6/13/2018
2A Parking	26971.019	Minor Mod - SOC not reqd
2A-2 Lot Size Mod	26971.010	Minor Mod - SOC not reqd
2B	26971.014	Minor Mod - SOC not reqd.
2B Mass Gradng	26971.012	12/30/2019
2C	26971.008	7/12/2019
2C	26971.018	Minor Mod - SOC not reqd.
2D Mass Grading	26971.015	4/27/2020
2D-1 and 2D-2	26971.016	Minor Mod - SOC not reqd
2E	26971.011	Minor Mod - SOC not reqd.
2E Mass Grading	26971.013	2/20/2020

Solterra Resort Community Development District Attn: James P. Harvey 1060 Maitland Center Commons Blvd., Suite 340 Maitland, FL 32751



Opportunity

Employer



2379 Broad Street, Brooksville, Florida 34604-6899 (352) 796-7211 or 1-800-423-1476 (FL only) TDD only: 1-800-231-6103 (FL only)

Tampa Service Office

On the Internet at WaterMatters.org

Bartow Service Office 170 Century Boulevard Bartow, Florida 33830-7700

(863) 534-1448 or 1-800-492-7862 (FL only) Sarasota Service Office 6750 Fruitville Road Sarasota, Florida 34240-9711

7601 Highway 301 North Tampa, Florida 33637-6759 (941) 377-3722 or (813) 985-7481 or 1-800-320-3503 (FL only) 1-800-836-0797 (FL only)

June 13, 2018

Solterra Resort Community Development District Attn: James P. Harvey 1060 Maitland Center Commons, Suite 340 Maitland, FL 32751

Transfer to Operation Phase Subject:

> Project Name: Solterra Phase 2A Permit No.: 43026971.007

Compliance No.: 398733 County: Polk

Sec/Twp/Rge: S10/T26S/R27E

Dear Mr. Harvey:

The request to transfer the subject permit to the operation phase has been approved. District staff have reviewed the submitted information and determined that the stormwater management system was in compliance at the time of our inspection. The District reserves the right to inspect the project in the future to ensure continued compliance with State law and District rules. The permit, approved drawings and other documents are available for viewing through the District's Application and Permit Search Tools at http:// watermatters.org/wmiserp.

The subject permit contains a condition requiring periodic inspection and maintenance. The inspections are required every five (5) years. A record of each inspection (including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted) must be maintained, and must be made available to the District upon request. Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), Operation and Maintenance Inspection Certification available on the District's website, http://www.watermatters.org/permits/erp, describing the remedial actions taken to resolve the failure or deviation.

As outlined in Subsection 62-330.340, F.A.C., "A Permittee shall notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. This notification can be submitted on Form 62-330.340(1) – Request To Transfer Permit available on the District's website, http://www.watermatters.org/permits/erp.

If you have guestions, please contact Paul D. Tanke, P.E. at the Bartow Service Office.

Sincerely,

Michelle K. Hopkins, P.E. **Bureau Chief** Environmental Resource Permit Bureau Regulation Division

CC: Heidt Design, LLC

Attn: Boyan Pargov, P.E.

Heidt Design, LLC Attn: Boyan Pargov, P.E. 5904-A Hampton Oaks Pkwy. Tampa, FL 33610



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899 (352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

On the Internet at WaterMatters.org

An Equal Opportunity Employer Bartow Service Office 170 Century Boulevard Bartow, Florida 33830-7700 (863) 534-1448 or 1-800-492-7862 (FL only) Sarasota Service Office 6750 Fruitville Road Sarasota, Florida 34240-9711 (941) 377-3722 or 1-800-320-3503 (FL only) Tampa Service Office 7601 Highway 301 North Tampa, Florida 33637-6759 (813) 985-7481 or 1-800-836-0797 (FL only)

December 30, 2019

Solterra Resort Community Development District Attn: James P. Harvey 14025 Riveredge Dr., Suite 175 Tampa, FL 33637

Subject:

Transfer to Operation Phase

Project Name:

Solterra Resort Phase 2B Mass Grading Plan

Permit No.:

43026971.012

Compliance No.:

407487 Polk

County: Sec/Twp/Rge:

S10/T26S/R27E

Dear Mr. Harvey:

The request to transfer the subject permit to the operation phase has been approved. District staff have reviewed the submitted information and determined that the stormwater management system was in compliance at the time of our inspection. The District reserves the right to inspect the project in the future to ensure continued compliance with State law and District rules. The permit, approved drawings and other documents are available for viewing through the District's Application and Permit Search Tools at http://watermatters.org/wmiserp.

The subject permit contains a condition requiring periodic inspection and maintenance. The inspections are required every five (5) years. A record of each inspection (including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted) must be maintained, and must be made available to the District upon request. Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), Operation and Maintenance Inspection Certification available on the District's website, http://www.watermatters.org/permits/erp, describing the remedial actions taken to resolve the failure or deviation.

As outlined in Subsection 62-330.340, F.A.C., "A Permittee shall notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. This notification can be submitted on Form 62-330.340(1) – Request To Transfer Permit available on the District's website, http://www.watermatters.org/permits/erp.

If you have questions, please contact me at the Bartow Service Office.

Sincerely,

David Kramer, P.E. Bureau Chief Environmental Resource Permit Bureau Regulation Division

CC:

Boyan V. Pargov, P.E., Heidt Design, LLC



Opportunity

Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899 (352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

On the Internet at WaterMatters.org

Bartow Service Office 170 Century Boulevard Bartow, Florida 33830-7700 (863) 534-1448 or

1-800-492-7862 (FL only)

6750 Fruitville Road Sarasota, Florida 34240-9711 (941) 377-3722 or 1-800-320-3503 (FL only)

Sarasota Service Office

Tampa Service Office 7601 Highway 301 North Tampa, Florida 33637-6759 (813) 985-7481 or 1-800-836-0797 (FL only)

July 12, 2019

Solterra Resort Community Development District Attn: James P. Harvey 14025 Riveredge Dr., Suite 175 Tampa, FL 33367

Subject:

Transfer to Operation Phase

Project Name:

Solterra Phase 2C

Permit No.:

43026971.008 404459

Compliance No.: County:

Polk

Sec/Twp/Rae:

S10/T26S/R27E

Dear Mr. Harvey:

The request to transfer the subject permit to the operation phase has been approved. District staff have reviewed the submitted information and determined that the stormwater management system was in compliance at the time of our inspection. The District reserves the right to inspect the project in the future to ensure continued compliance with State law and District rules. The permit, approved drawings and other documents are available for viewing through the District's Application and Permit Search Tools at http://watermatters.org/wmiserp.

The subject permit contains a condition requiring periodic inspection and maintenance. The inspections are required every five (5) years. A record of each inspection (including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted) must be maintained, and must be made available to the District upon request. Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), Operation and Maintenance Inspection Certification available on the District's website, http://www.watermatters.org/permits/erp, describing the remedial actions taken to resolve the failure or deviation.

As outlined in Subsection 62-330.340, F.A.C., "A Permittee shall notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. This notification can be submitted on Form 62-330.340(1) – Request To Transfer Permit available on the District's website, http://www.watermatters.org/permits/erp.

If you have questions, please contact Paul D. Tanke, P.E. at the Bartow Service Office.

Sincerely,

Michelle K. Hopkins, P.E. Bureau Chief Environmental Resource Permit Bureau Regulation Division

CC:

Boyan V. Pargov, P. E., Heidt Design, LLC



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899 (352) 796-7211 or 1-800-423-1476 (FL only) WaterMatters.org

Bartow Office 170 Century Boulevard Bartow, Florida 33830-7700 (863) 534-1448 or 1-800-492-7862 (FL only) Sarasota Office 78 Sarasota Center Boulevard Sarasota, Florida 34240-9770 (941) 377-3722 or 1-800-320-3503 (FL only) Tampa Office 7601 U.S. 301 North (Fort King Highway) Tampa, Florida 33637-6759 (813) 985-7481 or 1-800-836-0797 (FL only)

April 27, 2020

Solterra Resort Community Development district Attn: James P. Harvey 14025 Riveredge Dr., Suite 175 Tampa, FL 33637

Subject:

Transfer to Operation Phase

Project Name: Solterra Resort Phase 2D - Mass Grading

Permit No.: 43026971.015

Compliance No.: 409004 County: Polk

Sec/Twp/Rge: S10/T26S/R27E

Dear Mr. Harvey:

The request to transfer the subject permit to the operation phase has been approved. District staff have reviewed the submitted information and determined that the stormwater management system was in compliance at the time of our inspection. The District reserves the right to inspect the project in the future to ensure continued compliance with State law and District rules. The permit, approved drawings and other documents are available for viewing through the District's Application and Permit Search Tools at http://watermatters.org/wmiserp.

The subject permit contains a condition requiring periodic inspection and maintenance. The inspections are required every five (5) years. A record of each inspection (including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted) must be maintained, and must be made available to the District upon request. Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), Operation and Maintenance Inspection Certification available on the District's website, http://www.watermatters.org/permits/erp, describing the remedial actions taken to resolve the failure or deviation.

As outlined in Subsection 62-330.340, F.A.C., "A Permittee shall notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. This notification can be submitted on Form 62-330.340(1) – Request To Transfer Permit available on the District's website, http://www.watermatters.org/permits/erp.

If you have guestions, please contact Paul D.Tanke, P.E. at the Bartow Service Office.

Sincerely,

David Kramer, P.E. Bureau Chief Environmental Resource Permit Bureau Regulation Division

cc:

Heidt Design, LLC

Attn: Boyan V. Pargov, P.E.

Solterra Resort Community Development District Attn: James P. Harvey 14025 Riveredge Drive, Suite 175 Tampa, FL 33637



Opportunity

Employer



2379 Broad Street, Brooksville, Florida 34604-6899 (352) 796-7211 or 1-800-423-1476 (FL only) TDD only: 1-800-231-6103 (FL only)

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1-800-492-7862 (FL only)

Sarasota Service Office 6750 Fruitville Road Sarasota, Florida 34240-9711 (941) 377-3722 or 1-800-320-3503 (FL only) Tampa Service Office 7601 Highway 301 North Tampa, Florida 33637-6759 (813) 985-7481 or 1-800-836-0797 (FL only)

February 20, 2020

Solterra Resort Community Development District Attn: James P. Harvey 14025 Riveredge Dr., Suite 175 Tampa, FL 33637

Subject: Transfer to Operation Phase

Project Name: Solterra Resort Phase 2E - Mass Grading

Permit No.: 43026971.013

Compliance No.: 406303 County: Polk

Sec/Twp/Rge: S15/T26S/R27E

Dear Mr. Harvey:

The request to transfer the subject permit to the operation phase has been approved. District staff have reviewed the submitted information and determined that the stormwater management system was in compliance at the time of our inspection. The District reserves the right to inspect the project in the future to ensure continued compliance with State law and District rules. The permit, approved drawings and other documents are available for viewing through the District's Application and Permit Search Tools at http://watermatters.org/wmiserp.

The subject permit contains a condition requiring periodic inspection and maintenance. The inspections are required every five (5) years. A record of each inspection (including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted) must be maintained, and must be made available to the District upon request. Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), Operation and Maintenance Inspection Certification available on the District's website, http://www.watermatters.org/permits/erp, describing the remedial actions taken to resolve the failure or deviation.

As outlined in Subsection 62-330.340, F.A.C., "A Permittee shall notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. This notification can be submitted on Form 62-330.340(1) – Request To Transfer Permit available on the District's website, http://www.watermatters.org/permits/erp.

If you have questions, please contact Paul D. Tanke, P.E. at the Bartow Service Office.

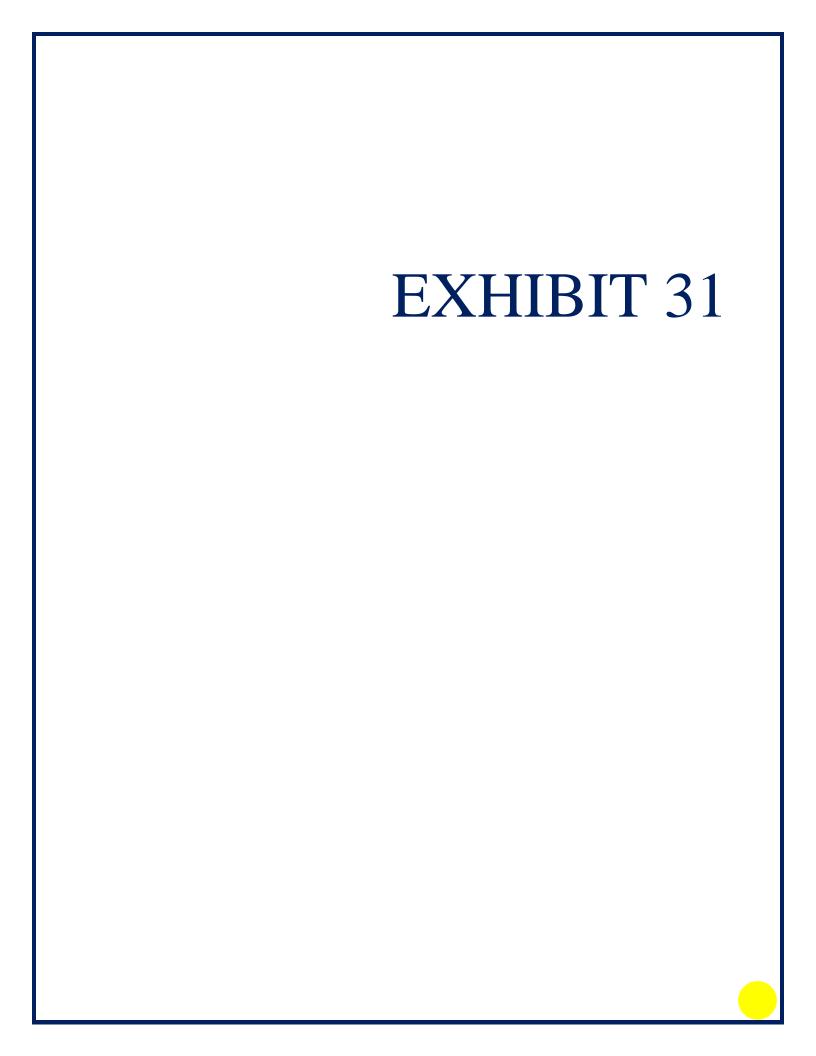
Sincerely,

David Kramer, P.E. Bureau Chief Environmental Resource Permit Bureau Regulation Division

cc: Boyan Pargov, P.E., Heidt Design, LLC



Heidt Design, LLC Attn: Boyan Pargov, P.E. 5904-A Hampton Oaks Parkway Tampa, FL 33610



1	MINU	JTES OF MEETING
2	SOI	LTERRA RESORT
3	COMMUNITY	DEVELOPMENT DISTRICT
4 5 6		Supervisors of the Solterra Resort Community Development 322 at 9:30 a.m. at the Solterra Resort Amenity Center, 5200 7, with Zoom Conference Call Available.
7	FIRST ORDER OF BUSINESS - Roll Cal	1
8	Mr. Krause called the meeting to order	er at 9:31 a.m. and conducted roll call.
9	Present and constituting a quorum were:	
10 11 12 13	Candice Smith Brad Walker Jon Seifel Sharon Harley (joined in progress)	Board Supervisor, Vice Chairwoman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary
14	Also present were:	
15 16 17 18 19 20 21 22 23 24 25	Larry Krause Brent Henman Shirley Conley (via phone) Meredith Hammock Kyla Semino Dana Bryant Gary Von Behren Regina Seabrook Anthony Crawford Antonio Treyorbill Nageeze Humush	District Manager, DPFG Management and Consulting Field Operations, DPFG Management and Consulting DPFG Management and Consulting KE Law Group Amenity Manager, Evergreen Lifestyles Yellowstone Resident
27	CDD Board of Supervisors Regular Meeting.	
28	SECOND ORDER OF BUSINESS - Audio	ence Comments – (limited to 3 minutes on agenda items)
29 30 31		whether the pond debris was caused by builder debris and cted. He additionally suggested that the Board meet less
32 33 34 35	frequently being broken and on the lo	n on CDDs and PUDs. She commented on the front gate ong lines to enter the community. She additionally mentioned 's cars had been towed and requested white lines to clearly
36	Mr. Crawford commented on pond tre	ee trimming and requested for the flower beds to be addressed.
37	THIRD ORDER OF BUSINESS – FY 2022	2-2023 Budget Adoption
38	A. Fiscal Year 2022-2023 Budget Publ	lic Hearing
39	1. Open the Public Hearing	

Solterra Resort CDD
Regular Meeting
August 25, 2022
Page 2 of 7

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board recessed the Regular Meeting and opened the **Fiscal Year 2022-2023 Budget Public Hearing** for the Solterra Resort Community Development District.

2. Presentation of FY 2022-2023 Budget

Ms. Smith noted that the budget had been discussed at the July Workshop Meeting and that some adjustments had been made as the result of resident feedback.

- a. Exhibit 1: Approved Preliminary Budget
- b. Exhibit 2: Budget As Revised

3. Public Comments

In response to a comment from Mr. Crawford, Mr. Krause reviewed the changes between the approved preliminary budget and the revised budget.

Ms. Seabrook requested information on the CDD. Ms. Hammock explained that the CDD was a governmental entity. Ms. Smith reviewed structures and property owned and maintained by the CDD.

Mr. Von Behren provided a handout to the supervisors and the District Manager. He inquired about the priorities for the community over the next year. He indicated that he felt the Board should focus more on security and the gate, rather than amenities. He stated that insurance from homeowners should pay for damages to the gate. He additionally inquired about the increase for supervisor expenses. Mr. Krause explained that the Board had the option to accept \$200.00 per meeting and that the future Board may choose to do so. Ms. Smith noted that the security line item had been increased due to resident feedback at the Workshop Meeting. Mr. Von Behren expressed dissatisfaction with communication from the Board.

An audience member asked how much impact residents had on adjusting the budget. He requested that the Board focus on obtaining the lowest bid options.

Mr. Treyorbill indicated that he felt the Board was doing its best but mentioned that he had noticed a disconnect between the sellers and the community. He suggested creating a color-coded map of what areas were owned by the HOA and what areas were owned by the CDD to provide on the District's website.

An audience member suggested a more gradual increase for staffing and indicated that he felt spending money on the gate and security was more important. He advised looking at other options in the community to reduce costs.

Mr. Crawford asked how many individuals were on staff for the guard house. A representative from the security company stated that there were approximately 5 people on the team. Discussion ensued regarding the budget. Mr. Crawford requested a breakdown of security and staffing. Mr. Walker clarified that this was meant to be a budget discussion and not a breakdown on the services. Ms. Smith explained that staffing costs had previously been split but were now fully the responsibility of the CDD, which had contributed to the high increase. Mr. Krause reminded the audience that this was a high-water mark budget.

An audience member indicated that he felt the Board needed to improve on communication, particularly with new owners. In response to an audience member comment, Mr. Walker noted that full agenda package was not included on the website due to ADA requirements but could be obtained upon request by contacting Shirley Conley.

Solterra Resort CDD
Regular Meeting
August 25, 2022
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Mr. Humush stated that the majority of people stuck in line in the road outside of the community were non-residents. He additionally mentioned that he felt the grass was being cut too low.

In response to a question from Mr. Crawford, Ms. Hammock and Ms. Smith provided clarification on security for the Springs and Villatel. Discussion ensued regarding revenue and the amounts paid by the builders.

4. Close the Public Hearing

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board closed the **Fiscal Year 2022-2023 Budget Public Hearing** and reconvened the Regular Meeting for the Solterra Resort Community Development District.

B. Exhibit 3: Consideration and Adoption of Resolution 2022-13, Adopting the Fiscal Year 2022-2023 Budget

Ms. Smith recommended the approval of the revised budget.

On a MOTION by Ms. Harley, SECONDED by Ms. Smith, WITH ALL IN FAVOR, the Board adopted **Resolution 2022-13, Adopting the Fiscal Year 2022-2023 Budget**, as revised from the July Workshop, for the Solterra Resort Community Development District.

(Mr. Walker left the meeting at 10:38 a.m.)

C. Fiscal Year 2022-2023 Assessment Public Hearing

1. Open the Public Hearing

On a MOTION by Ms. Smith, SECONDED by Ms. Harley, WITH ALL IN FAVOR, the Board recessed the Regular Meeting and opened the **Fiscal Year 2022-2023 Assessment Public Hearing** for the Solterra Resort Community Development District.

- 2. Presentation of FY 2022-2023 General Fund Assessment Allocation
 - a. Exhibit 4: Approved Preliminary Budget
 - b. Exhibit 5: Budget As Revised
- 3. Public Comments

In response to a comment from Mr. Crawford, Ms. Smith stated that Solterra Springs was within the HOA and restricted from short-term rentals.

Mr. Von Behren distributed a handout on the assessments. He asked the Board to consider refinancing the District's bonds. He indicated that he would like for the Board to address and confirm that properties were being fairly assessed. Ms. Smith explained that bonds were done through the Bond and Trustee Counsel and validated in court. Ms. Hammock stated that refinancing of the bonds was typically done when residents take over the Board, if financially advantageous. Ms. Smith noted that the assessment process as set up during the bond issuance could not be changed. Ms. Hammock additionally noted that the cost to refinance was significant. A brief discussion ensued regarding meeting schedules.

4. Close the Public Hearing

Solterra Resort CDD
Regular Meeting
August 25, 2022
Page 4 of 7

120 On a MOTION by Ms. Smith, SECONDED by Ms. Harley, WITH ALL IN FAVOR, the Board closed the Fiscal Year 2022-2023 Assessment Public Hearing and reconvened the Regular Meeting for the Solterra 121 122 Resort Community Development District. D. Exhibit 6: Consideration and Adoption of Resolution 2022-14, Providing for the Collection and 123 **Enforcement of Special Assessments for Fiscal Year 2022-2023** 124 125 In response to an audience member comment, Ms. Hammock clarified that the assessments that fund the budget and the corresponding values would be required to be approved in order to fund 126 127 the budget. 128 On a MOTION by Ms. Smith, SECONDED by Ms. Harley, WITH ALL IN FAVOR, the Board adopted 129 Resolution 2022-14, Providing for the Collection and Enforcement of Special Assessments for Fiscal 130 Year 2022-2023, as revised, for the Solterra Resort Community Development District. **FOURTH ORDER OF BUSINESS – Business Items** 131 132 A. Vendor Reports 133 1. Exhibit 7: Steadfast Environmental – Waterway Inspection 134 Mr. Krause noted that the pond water levels were low. a. Exhibit 8: One-time Pond Debris Cleaning (12 waterways) - \$11,040.00 135 Ms. Smith clarified that this cost was cumulative of a year of cleanings and that the 136 137 per visit cost would be \$920.00. An audience member noted that he had encountered 138 individuals who had attempted to leave debris in a pond. Ms. Hammock requested 139 for information on this encounter to be emailed to Mr. Krause. Ms. Smith suggested approving debris cleaning for 3 months. 140 141 On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board approved 142 the Steadfast Pond Debris Cleaning, in the amount of \$920.00 per month for 3 months, for the Solterra Resort Community Development District. 143 144 2. Yellowstone Landscape – Landscape Report Mr. Bryant reviewed his report, noting that the outside of the perimeter was currently an 145 146 issue. He stated that the Bahia was allowed to go to seed in June, as Bahia had the tendency 147 to dry up in May. He clarified that Yellowstone was not responsible for the Springs, with 148 the exception of a few small areas. 149 a. Exhibit 9: Palm Trimming - \$13,801.74 150 In response to a question from Ms. Smith, Mr. Bryant stated that the trees were 151 last trimmed approximately a year ago. 152 On a MOTION by Ms. Smith, SECONDED by Ms. Harley, WITH ALL IN FAVOR, the Board approved 153 the Yellowstone Palm Trimmings Proposal, in the amount of \$13,801.74, for the Solterra Resort 154 Community Development District. 155 3. Exhibit 10: DPFG Field Operations Report 156 Mr. Krause stated that some of the sidewalks around the Amenity Center had been grinded

and that grinding for other sidewalks was still likely needed. He reviewed his report, noting

157

Solterra Resort CDD
Regular Meeting
Page 5 of 7

158 that the entrance at Pine Tree and Solterra Blvd. was in need of attention. He additionally mentioned that a palm tree had been struck by lightning. 159 160 4. Exhibit 11: Amenity Manager Report Ms. Smith commented positively on the report and the calendar. Ms. Semino noted that the 161 Thursday Aqua Class would not continue due to low attendance. 162 163 B. Exhibit 12: Consideration of LLS Tax Solutions Inc. Engagement Letter to Perform FY 2022 and FY 2023 Arbitrage Reporting for Special Assessment Bonds, Series 2018 164 165 On a MOTION by Ms. Smith, SECONDED by Ms. Harley, WITH ALL IN FAVOR, the Board approved the LLS Tax Solutions Inc. Engagement Letter to Perform FY 2022 and FY 2023 Arbitrage Reporting for 166 Special Assessment bonds, Series 2018, for the Solterra Resort Community Development District. 167 168 C. Exhibit 13: Consideration and Adoption of Resolution 2022-15, Setting the Designating FY 2023 169 Meeting Dates, Times and Location 170 Ms. Smith asked if residents would like to change the meeting time from 9:30 a.m. An alternative 171 time was not proposed. 172 On a MOTION by Ms, Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board adopted 173 Resolution 2022-15, Setting the Designating FY 2023 Meeting Dates, Times and Location for the 174 Solterra Resort Community Development District. D. Exhibit 14: Consideration and Adoption of Resolution 2022-16, Setting the Public Hearing on 175 176 **Amendment of Amenity Facility Rules** 177 Ms. Hammock suggested holding the Public Hearing during the October Regular Meeting, to which 178 there were no objections. 179 On a MOTION by Ms. Smith, SECONDED by Ms. Harley, WITH ALL IN FAVOR, the Board adopted 180 Resolution 2022-16, Setting the Public Hearing on Amendment of Amenity Facility Rules, for the Solterra Resort Community Development District. 181 FIFTH ORDER OF BUSINESS – Staff Reports 182 183 A. District Manager 184 Mr. Krause stated that there was a false alarm notice in the amount of \$508.00 and indicated that he would approve the payment. 185 186 B. District Attorney Ms. Hammock stated that she had nothing to report. 187 188 C. District Engineer 189 The District Engineer was not present. 190 **SIXTH ORDER OF BUSINESS – Administrative Items** 191 A. Exhibit 15: Consideration for Approval – The Minutes of the Board of Supervisors Regular 192 Meeting Held July 28, 2022

On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board approved

Minutes of the Board of Supervisors Regular Meeting Held July 28, 2022, for the Solterra Resort

193

194

195

Community Development District.

Solterra Resort CDD
Regular Meeting
August 25, 2022
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B. Exhibit 16: Consideration for Acceptance – The July 2022 Unaudited Financial Report

On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board accepted the July 2022 Unaudited Financial Report for the Solterra Resort Community Development District.

C. Exhibit 17: Ratification of Spies Slide Pump Repair Proposal - \$2,595.00

Ms. Hammock noted that the proposal included tax and that the District was not subject to tax. Ms. Smith requested that Mr. Krause ensure that tax would not be included.

On a MOTION by Ms. Smith, SECONDED by Ms. Harley, WITH ALL IN FAVOR, the Board approved Ratification of Spies Slide Pump Repair Proposal, in the amount of \$2,595.00, with the District Manager to ensure that there would be no tax for this repair, for the Solterra Resort Community Development District.

SEVENTH ORDER OF BUSINESS – Audience Comments - New Business/Non Agenda – (limited to 206 3 minutes per individual)

In response to a question from Mr. Treyorbill, Mr. Krause stated that issues should be reported to the District Manager and the HOA. Mr. Treyorbill mentioned an issue with streetlights. Mr. Krause confirmed the street light issue should be reported to the street light company.

Ms. Seabrook requested for the white lines for parking to be added and asked for more disabled parking spaces. Mr. Krause advised the use of the contact form on the CDD website for this request.

Mr. Von Behren recalled that the prior meeting had a contract to look for improvements for design work to be done on Pine Tree for the queueing lane. He requested for the \$95,000.00 to be spent on widening the entrance. Ms. Smith stated that a study of the entrance and queueing lane would be done.

Mr. Crawford expressed dissatisfaction with the delay in signage for the front gates. He inquired about fencing between Solterra Springs and the District. Ms. Smith stated that easements needed to be granted and that the HOA would install the fence. Mr. Crawford reiterated that he would like for a map showing which areas were owned by the CDD and which areas were owned by the HOA on the District website.

An audience member expressed concerns regarding a resident in the Springs approaching an alligator and suggested signage. Mr. Seifel clarified that any signage for the Springs would be an HOA matter. The audience member additionally suggested leaving the back gate open for resident access. Ms. Smith explained that this would take approximately 3 years of permitting and upgrading for all of Bowen Rd. Ms. Hammock noted that the future Board had the option of considering this. Mr. Krause encouraged residents to reach out to County Commissioners if they would like to request a study to be done on a County road.

EIGHTH ORDER OF BUSINESS – Supervisors Requests (Includes Next Meeting Agenda Item Requests)

There being none, the next item followed.

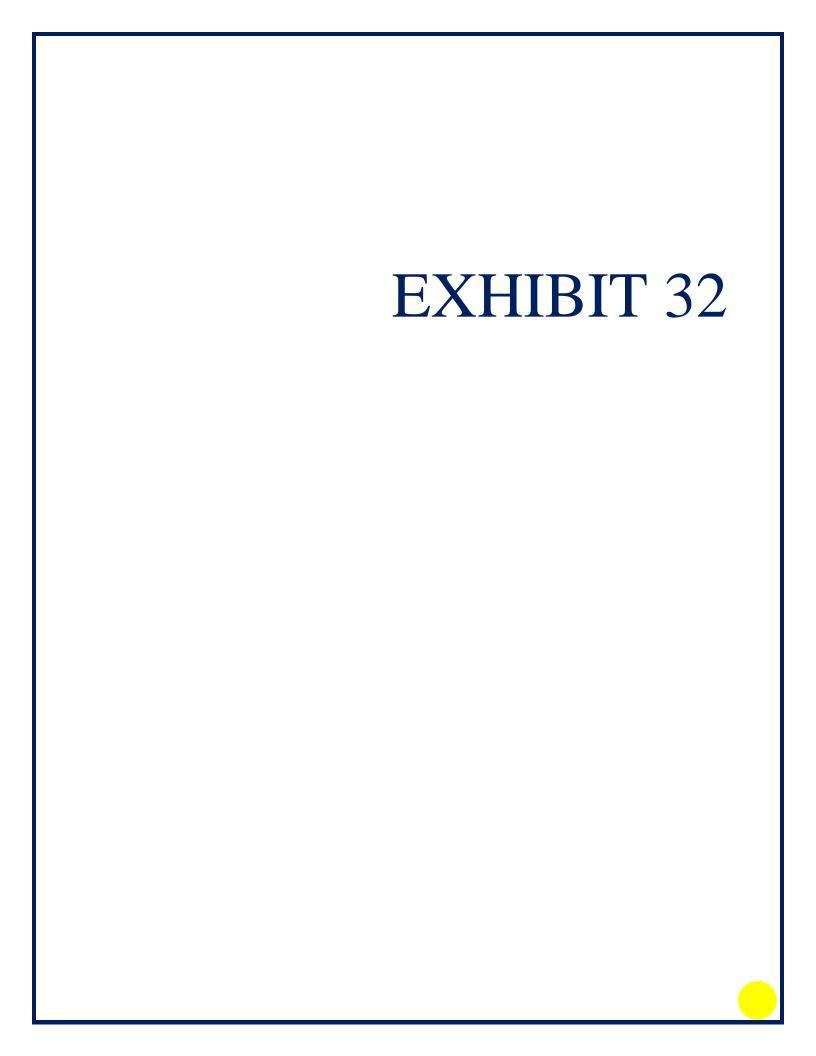
NINTH ORDER OF BUSINESS – Action Items Summary

- Mr. Krause indicated that the Action Items Summary would be emailed to the Board.
- TENTH ORDER OF BUSINESS Next Meeting Quorum Check: Thursday, August 25 at 9:30 a.m. for the Next Regular Meeting and Budget/Assessment Public Hearings
- 235 Mr. Krause reminded the Board of the next meeting date and time.

236 ELEVENTH ORDER OF BUSINESS – Adjournment

Solterra Resort CDD
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237 Mr. Krause asked for final questions, comments, or corrections before requesting a motion to 238 adjourn the meeting. There being none, Ms. Harley made a motion to adjourn the meeting. 239 On a MOTION by Ms. Harley, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board adjourned the meeting for the Solterra Resort Community Development District. 240 241 *Each person who decides to appeal any decision made by the Board with respect to any matter considered 242 at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. 243 244 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed 245 meeting held on 246 Signature Signature **Printed Name Printed Name** 247 Title: □ Secretary □ Assistant Secretary **Title:** □ Chairman □ Vice Chair



Solterra Resort Community Development District

Financial Statements (Unaudited)

Period Ending 30-Sep-22

Solterra Resort CDD Balance Sheet 9/30/2022

	 GF	EBT SVC RIES 2013		EBT SVC RIES 2014	EBT SVC RIES 2018		APITAL OJECTS	 TOTAL
1 <u>ASSETS:</u> 2		 			 	<u> </u>		
3 CASH - Operating Account	\$ 956,161	\$ _	\$	_	\$ _	\$	7	\$ 956,169
4 CASH - Debit Card		-		-	-		-	-
5 INVESTMENTS:								
6 REVENUE	-	330,125		185,229	343,677		-	859,031
7 RESERVE	-	346,791		129,372	463,833		-	939,995
8 INTEREST FUND	-	-		0	-		-	0
9 PREPAYMENT FUND	-	-		-	0		-	0
10 SINKING FUND	-	-		0	-		-	0
12 2013 ACQ./CONSTRUCTION	-	-		-	-		15,150	15,150
13 2014 ACQ./CONSTRUCTION	-	-		-	-		5,652	5,652
14 2018 ACQ./CONSTRUCTION	-	-		-	-		1,951	1,951
15 PHASE 2B	-	-		-	-		40,883	40,883
16 ACCOUNTS RECEIVABLE	1,997	-		-	-		-	1,997
17 ASSESSEMENTS RECEIVABLE-ON ROLL	-	\$ -		-	-		-	-
18 ALLOWANCE FOR DOUBTFUL ACCOUNTS	0	-		-	-		-	0
19 RECEIVABLE-OFF ROLL (Pk. Square)	-	-		-	-		-	-
20 DEPOSITS -UTILITIES	3,530	-		-	-		-	3,530
21 PREPAID ITEMS	38,848	-		-	-		-	38,848
22 DUE FROM GEN FUND	 	 -	_	-	 -			 -
23 TOTAL ASSETS	\$ 1,000,537	\$ 676,915	\$	314,601	\$ 807,510	\$	63,643	\$ 2,863,206
24								
25								
26 <u>LIABILITIES:</u> 27								
28 ACCOUNTS PAYABLE	\$ 99,301	\$ -	\$	-	\$ -	\$	-	\$ 99,301
29 DUE TO DEVELOPER	-	-		-	-		-	-
30 DUE TO OTHER FUNDS	-	-		-	-		-	-
31 ACCRUED EXPENSES	3,961	_		-	-		-	3,961
32 MATURED BONDS PAYABLE	-	_		-	-		-	-
33 DEFERRED REVENUE (ON ROLL)	-	_		-	-		-	-
34 DEFERRED REVENUE (OFF ROLL)	-	-		-	-		-	-
35	-							-
36 <u>FUND BALANCE:</u>								-
37								-
38 NONSPENDABLE:		-						-
39 PREPAID AND DEPOSITS	-	-		-	-		-	-
40 RESTRICTED FOR:								-
41 DEBT SERVICE	-			-	-			-
42 CAPITAL PROJECTS	-	-		-	-		-	-
43 ASSIGNED:	24,689							24,689
44 UNASSIGNED:	872,586	676,915		314,601	807,510		63,643	2,735,256
45	 							
46 TOTAL LIABILITIES & FUND BALANCE	\$ 1,000,537	\$ 676,915	\$	314,601	\$ 807,510	\$	63,643	\$ 2,863,206

General Fund

		FY2022 ADOPTED BUDGET		BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	% OF BUDGET
1	REVENUE					
2	SPECIAL ASSESSMENTS - ON ROLL SPECIAL ASSMTS - OFF ROLL - AK OAKMONT	\$	2,038,961	2,038,961	2,079,804	102%
4	SOLTERRA RESORT HOA		30,000	30,000	1,275	4%
5	MISCELLANEOUS TOTAL REVENUE		2,068,961	2,068,961	41,185 2,122,264	41,185 103%
6 7	IOTAL REVENUE		2,008,901	2,000,901	2,122,204	103 70
8 9	EXPENDITURES					
10	GENERAL ADMINISTRATIVE:					
11	SUPERVISOR FEES		2,000	2,000	1,400	70%
12	DISTRICT MANAGEMENT		42,000	42,000	42,400	101%
13	MASS MAILING & PRINTING		1,500	1,500	1,652	110%
14	LEGAL ADVERTISING		1,500	1,500	1,668	111%
15	BANK FEES		250	175	839	336%
16	REGULATORY AND PERMIT FEES		175	175	200	114%
17	MISCELLANEOUS EXPENSES		2 600	2,600	1,457	100%
18 19	AUDITING SERVICES DISTRICT ENGINEER		2,600 10,000	2,600 10,000	8,542	0% 85%
20	LEGAL SERVICES		22,000	22,000	36,005	164%
21	COUNTY ASSESSMENT COLLECTION FEE		25,000	25,000	46,246	185%
22	WEB SITE SETUP & ADMINISTRATION		2,015	2,015	2,015	100%
23	TOTAL GENERAL ADMINISTRATIVE	-	109,040	108,965	142,424	131%
24						
25	INSURANCE:				-	
26	GENERAL, PROPERTY & P OFFICIALS LIABILITY INSURANCE		32,663	32,663	33,311	102%
27	TOTAL INSURANCE		32,663	32,663	33,311	102%
28	DEDT SEDVICE ADMINISTDATION.					
29	DEBT SERVICE ADMINISTRATION: ARBITRAGE REPORTING		750	750	(50	070/
30	BOND AMORTIZATION SCHEDULE FEE		750 500	750 500	650	87% 0%
31 32	DISSEMINATING AGENT		3,000	3,000	6,000	200%
33	TRUSTEE FEES		12,337	12,337	12,337	100%
34	TOTAL DEBT SERVICE ADMINISTRATION	-	16,587	16,587	18,987	114%
35						
36	UTILITIES:					
37	UTILITIES - ELECTRICITY - Guardhouse Pump Stations		2,500	2,500	4,397	176%
38	UTILITIES - GAS		69,000	69,000	58,227	84%
39	UTILITIES - STREET LIGHTS		145,000	145,000	157,259	108%
40	UTILITIES - WATER - Guardhouse		2,400	2,400	729	30%
41	RECLAIMED WATER		45,000	45,000	31,884	71%
42	ELECTRICITY - AMENITY CENTER POTABLE WATER - AMENITY CENTER		85,000	85,000	98,910	116%
43 44	SOLID WASTE DISPOSAL		48,000	48,000	85,395	178%
45	TOTAL UTILITIES		396,900	396,900	436,800	110%
46			270,700		100,000	11070
47	SECURITY:					
48	SECURITY SYSTEM - MAIN ENTRANCE & POOL		31,200	31,200	79,372	254%
49	SECURITY MONITORING -OTHER		-	-	-	
50	SECURITY - PENALTY FALSE ALARM		8,500	8,500	6,495	76%
51	SECURITY AT GUARDHOUSE COMM. WATCH SOLUTIONS		190,000	190,000	176,298	93%
52	GATEHOUSE - PHONE/INTERNET		5,100	5,100	1,788	35%
53	SECURITY - GUARDHOUSE MANAGEMENT		4,800	4,800	4,400	92%
54	GATE MAINTENANCE & REPAIR		10,000	10,000	5,602	56%
55	OFF DUTY OFFICE		60,000	60,000	272.055	0%
56 57	TOTAL SECURITY		309,600	309,600	273,955	88%
5 <i>1</i> 58	CLUBHOUSE/AMENITY ADMINISTRATION:					
50 59	AMENITY MANAGEMENT		99,000	99,000	63,500	64%
60	CLUBHOUSE FACILITY MAINTENANCE (Cleaning)		37,860	37,860	40,585	107%
61	CLUBHOUSE REPAIRS & MAINTENANCE		15,000	15,000	10,745	72%
62	CLUBHOUSE & LIFESTYLE SUPPLIES		14,000	14,000	37,515	268%
			•	•		

General Fund

		FY2022 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	% OF BUDGET
63	CLUBHOUSE PHONE & INTERNET	4,500	4,500	11,455	255%
64	CLUBHOUSE STAFF AFTER HOURS EMERGENCY RESPONSE & CODE	500	500	11,.00	0%
65	PEST CONTROL & TERMITE BOND	1,380	1,380	14,412	1044%
66	POOL MONITORS/LIFEGUARDS	125,000	125,000	141,661	113%
67	COFFEE, WATER & VENDING SERVICES	7,000	7,000	620	9%
68	DRUG/BACKGROUND CHECKS (Greeters, lifeguards)	750	750	-	0%
69	TOTAL CLUBHOUSE/AMENITY ADMINISTRATION	304,990	304,990	320,493	105%
70	_				
71	LANDSCAPE/PROPERTY MAINTENANCE:				
72	POND & WETLAND MAINTENANCE	28,800	28,800	33,236	115%
73	LANDSCAPE MAINTENANCE - CONTRACT	194,400	194,400	197,135	101%
74	LANDSCAPE MAINTENANCE - SPRINGS EXTERIOR LANDSC.	-	-		-
75	LANDSCAPE REPLENISHMENT	106,667	106,667	41,375	39%
76	IRRIGATION REPAIRS & MAINTENANCE	20,000	20,000	19,508	98%
77	ASPHALT PAVEMENT REPAIR & MONITORING	25,000	25,000	16,690	67%
78	LANDSCAPE/PROPERTY CONTINGENCY	122,000	122,000	857	1%
79	COMPREHENSIVE FIELD SERVICES	10,000	10,000	10,000	100%
80	TOTAL LANDSCAPE/PROPERTY MAINTENANCE	506,867	506,867	318,801	63%
81					
82	FACILITY MAINTENANCE:				
83	POOL & LAZY RIVER REPAIR & MAINTENANCE	40,000	40,000	114,344	286%
84	POOL PERMIT	850	850	700	82%
85	SLIDE MAINTENANCE CONTRACT	2,500	2,500	4.00	0%
86	SIGNAGE	500	500	1,082	216%
87	ATHLETIC FACILITIES MAINT. & FITNESS EQUIP REPAIR	5,000	5,000	2,920	58%
88	REFUSE DUMPSTER SERVICE	38,425	38,425	65,182	170%
89	MISCELLANEOUS -INCLUDES PRESSURE WASHING	3,000	3,000	3,000	100%
90	CONTINGENCY	6,000	6,000	1,541	26%
91	TOTAL FACILITY MAINTENANCE	96,275	96,275	188,769	196%
92	CADITAL IMPROVEMENTS				
93	CAPITAL IMPROVEMENTS				
94 95	CAPITAL IMPROVEMENT	296,039	296,039	17,000	6%
95 96	TOTAL CAPITAL IMPROVEMENTS	296,039	296,039	17,000	6%
90 97	TOTAL CAPITAL IMPROVEMENTS	290,039	290,039	17,000	0 70
98					
99	TOTAL EXPENDITURES	2,068,961	2,068,886	1,750,541	9
100	TOTAL EXPENDITURES	2,000,901	2,000,000	1,750,541	<u> </u>
101	EXCESS REVENUE OVER (UNDER) EXPENDITURES	_	75	371,724	10
101	OTHER FINANCING SOURCES (USES)	-	13	J/1,/27	10
102	FUND BALANCE - BEGINNING	87,112		525,551	525,551
103	TOTAL DEGITATION	07,112		525,551	323,331
	FUND BALANCE - ENDING	\$ 87,112	\$ 75	897,276	\$ 897,201
. 55		- 0,911	* ,0		- 077,201

DS Series 2013

	F	Y 2022					FAV	ORABLE
	ADOPTED BUDGET			CTUAL	`	AVORABLE)		
	BU	J DGET	YEAI	YEAR-TO-DATE		R-TO-DATE	VARIANCE	
1 REVENUE								
2								
3 ASSESSMENTS ON-ROLL (Net)	\$	497,191	\$	472,331	\$	471,650	\$	(682)
4 ASSESSMENTS OFF-ROLL		-		-		-		-
5 INTEREST - INVESTMENT		-		-		1,117		1,117
6 DISCOUNTS		(19,888)						
7 TOTAL REVENUE		477,303		472,331		472,767		436
8					'	_	' <u>-</u>	_
9 EXPENDITURES								
10 COUNTY ASSESSMENT TAX COLLECTION FEES		14,916		-		-		-
11 INTEREST EXPENSE		182,531		-		185,456		(185,456)
12 INTEREST EXPENSE		182,531		-		182,531		(182,531)
13 PRINCIPAL		95,000		-		90,000		(90,000)
14 TOTAL EXPENDITURES		474,977		_	1	457,988		(457,988)
15					1			
16 EXCESS REVENUE OVER (UNDER) EXPENDITURES		2,326		472,331		14,780		(457,552)
17								
18 OTHER FINANCING SOURCES (USES)								
19 INTERFUND TRANSFER-IN		-		-		-		-
20 INTERFUND TRANSFER-OUT						(1,113)		1,113
21 TOTAL OTHER FINANCING SOURCES (USES)		-		-	'	(1,113)	' <u>-</u>	1,113
22								
23 NET CHANGE IN FUND BALANCE		-		-	1	13,667		13,667
24								
25 FUND BALANCE - BEGINNING		-		-		663,249		
26		-						
27 FUND BALANCE - ENDING	\$	2,326	\$	472,331	\$	676,915	\$	(457,552)

DS Series 2014

	AD	FY 2022 DOPTED BUDGET BUDGET YEAR-TO-DATE		BUDGET YEAR-TO-DATE		ACTUAL YEAR-TO-DATE		ORABLE VORABLE) RIANCE
1 REVENUE								
2								
3 ASSESSMENTS ON-ROLL (Net)	\$	267,092	\$	253,737	\$	263,927	\$	10,189
4 ASSESSMENTS OFF-ROLL		-		-		-		-
5 INTEREST - INVESTMENT						417		417
6 TOTAL REVENUE		267,092		253,737		264,344		10,607
7								
8 EXPENDITURES								
9 COUNTY ASSESSMENT COLLECTIONS		8,347		-		-		-
10 INTEREST EXPENSE		88,697		88,697		90,572		(1,875)
11 INTEREST EXPENSE		88,697		88,697		88,697		0
12 PRINCIPAL EXPENSE		80,000		80,000		75,000		5,000
13 TOTAL EXPENDITURES		265,741		257,394		254,269		3,125
14								
15 EXCESS REVENUE OVER (UNDER) EXPENDITURES		1,351		(3,657)		10,075		13,732
16								
17 OTHER FINANCING SOURCES (USES)								
18 INTERFUND TRANSFER-IN		-		-		-		-
19 INTERFUND TRANSFER-OUT				-		(415)		415
20 TOTAL OTHER FINANCING SOURCES (USES) 21		-		-		(415)		415
22 NET CHANGE IN FUND BALANCE		1,351		(3,657)		9,660		13,317
23		,		() ,		,		,
24 FUND BALANCE - BEGINNING						304,941		304,941
25 FUND BALANCE APPROPRIATED								_
26 FUND BALANCE - ENDING	\$	1,351	\$	(3,657)	\$	314,601	\$	331,990

DS Series 2018

	FY 2022 ADOPTED BUDGET		ADOPTED		ADOPTED		ADOPTED		ADOPTED		ADOPTED		ADOPTED		ADOPTED		ADOPTED		ADOPTED		BUDGET YEAR-TO-DATE		ACTUAL YEAR-TO-DATE		UNFAV	ORABLE (ORABLE) (IANCE
1 REVENUE																										
2																										
3 ASSESSMENTS ON-ROLL (Net)	\$	665,853	\$ 652,536	\$	631,648 a	ı) S	\$	(20,888)																		
4 ASSESSMENTS OFF-ROLL		-	-		-			-																		
5 INTEREST - INVESTMENT		-	-		1,495			1,495																		
6 DISCOUNTS		(26,634)	-		-			-																		
7 TOTAL REVENUE	·	639,219	652,536		633,144			(19,392)																		
8		<u> </u>	 <u>.</u>					_																		
9 EXPENDITURES																										
10 COUNTY ASSESSMENT COLLECTIONS		19,976	-		-			-																		
11 INTEREST EXPENSE		232,672	232,672		232,541			131																		
12 INTEREST EXPENSE		229,572	229,572		232,541			(2,969)																		
13 PRINCIPAL		155,000	155,000		155,000			-																		
14 TOTAL EXPENDITURES		637,219	617,243		620,081			(2,837)																		
15																										
16 EXCESS REVENUE OVER (UNDER) EXPENDITURES		2,000	35,293		13,062			(22,231)																		
17																										
18 OTHER FINANCING SOURCES (USES)																										
19 INTERFUND TRANSFER-IN		-	-					_																		
20 INTERFUND TRANSFER-OUT		_	-		(1,488)			1,488																		
21 TOTAL OTHER FINANCING SOURCES (USES)		_	_		(1,488)			1,488																		
22																										
23 NET CHANGE IN FUND BALANCE		-	 -		11,574			11,574																		
24																										
25 FUND BALANCE - BEGINNING		-	-		795,936																					
26		-																								
27 FUND BALANCE - ENDING	\$	2,000	\$ 35,293	\$	807,510		\$	(22,231)																		

Construction Fund 2013

Statement of Revenue, Expenditures And Changes in Fund Balance

	ACTUAL YEAR-TO-DAT			
1 REVENUE				
2 BOND PROCEEDS	\$	-		
3 INTEREST-INVESTMENT		46		
4 TOTAL REVENUE		46		
5	·			
6 EXPENDITURES				
7 CONSTRUCTION-IN-PROGRESS		-		
8		-		
9 TOTAL EXPENDITURES		_		
10				
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES		46		
12				
13 OTHER FINANCING SOURCES (USES)				
14 BOND PROCEEDS		-		
15 INTERFUND TRANSFER-IN		1,113		
16 INTERFUND TRANSFER-OUT		-		
17 TOTAL OTHER FINANCING SOURCES (USES)		1,113		
18				
19 NET CHANGE IN FUND BALANCE		1,159		
20				
21 FUND BALANCE - BEGINNING		13,991		
22				
23 FUND BALANCE - ENDING	\$	15,150		

Construction Fund 2014

Statement of Revenue, Expenditures And Changes in Fund Balance

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	17
4 TOTAL REVENUE	17
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	-
8	-
9 TOTAL EXPENDITURES	-
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	17
12	
13 OTHER FINANCING SOURCES (USES)	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	415
16 INTERFUND TRANSFER-OUT	_
17 TOTAL OTHER FINANCING SOURCES (USES)	415
18	
19 NET CHANGE IN FUND BALANCE	432
20	
21 FUND BALANCE - BEGINNING	5,220
22	
23 FUND BALANCE - ENDING	\$ 5,652

Construction Fund 2018

Statement of Revenue, Expenditures And Changes in Fund Balance

	TUAL TO-DATE	
1 REVENUE	 	
2 BOND PROCEEDS	\$ -	
3 INTEREST-INVESTMENT	3	
4 TOTAL REVENUE	 3	
5	 	
6 EXPENDITURES		
7 CONSTRUCTION-IN-PROGRESS	-	
8	-	
9 TOTAL EXPENDITURES	 _	
10	 	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	3	
12		
13 OTHER FINANCING SOURCES (USES)		
14 BOND PROCEEDS	-	
15 INTERFUND TRANSFER-IN	1,488	
16 INTERFUND TRANSFER-OUT	 	
17 TOTAL OTHER FINANCING SOURCES (USES)	 1,488	
18	_	
19 NET CHANGE IN FUND BALANCE	1,491	
20		
21 FUND BALANCE - BEGINNING	460	
22	 	
23 FUND BALANCE - ENDING	\$ 1,951	

Construction Fund 2018 Phase 2B

Statement of Revenue, Expenditures And Changes in Fund Balance

		CTUAL -TO-DATE
1 REVENUE		
2 BOND PROCEEDS	\$	-
3 INTEREST-INVESTMENT		131
4 TOTAL REVENUE		131
5		
6 EXPENDITURES		
7 CONSTRUCTION-IN-PROGRESS		-
8		
9 TOTAL EXPENDITURES		-
10		
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES		131
12		
13 OTHER FINANCING SOURCES (USES)		
14 BOND PROCEEDS		-
15 INTERFUND TRANSFER-IN		-
16 INTERFUND TRANSFER-OUT		
17 TOTAL OTHER FINANCING SOURCES (USES)		-
18		
19 NET CHANGE IN FUND BALANCE		131
20		
21 FUND BALANCE - BEGINNING		40,752
22		
23 FUND BALANCE - ENDING	\$	40,883
	·	

Solterra Resort CDD Cash Reconciliation (GF) 9/30/2022

		NEW
	\mathbf{B}	ANK UNITED
Balance Per Bank Statement	\$	992,395.44
Plus: Deposits	\$	-
Less: Outstanding Checks		(\$36,234.00)
Adjusted Bank Balance	\$	956,161.44
Beginning Bank Balance Per Books	\$	1,887,311.02
Degining Dank Dalance I et Dooks	Ψ	1,007,511.02
Add: Cash Receipts		-
Less: Cash Disbursements		(931,149.58)
Balance Per Books	\$	956,161.44

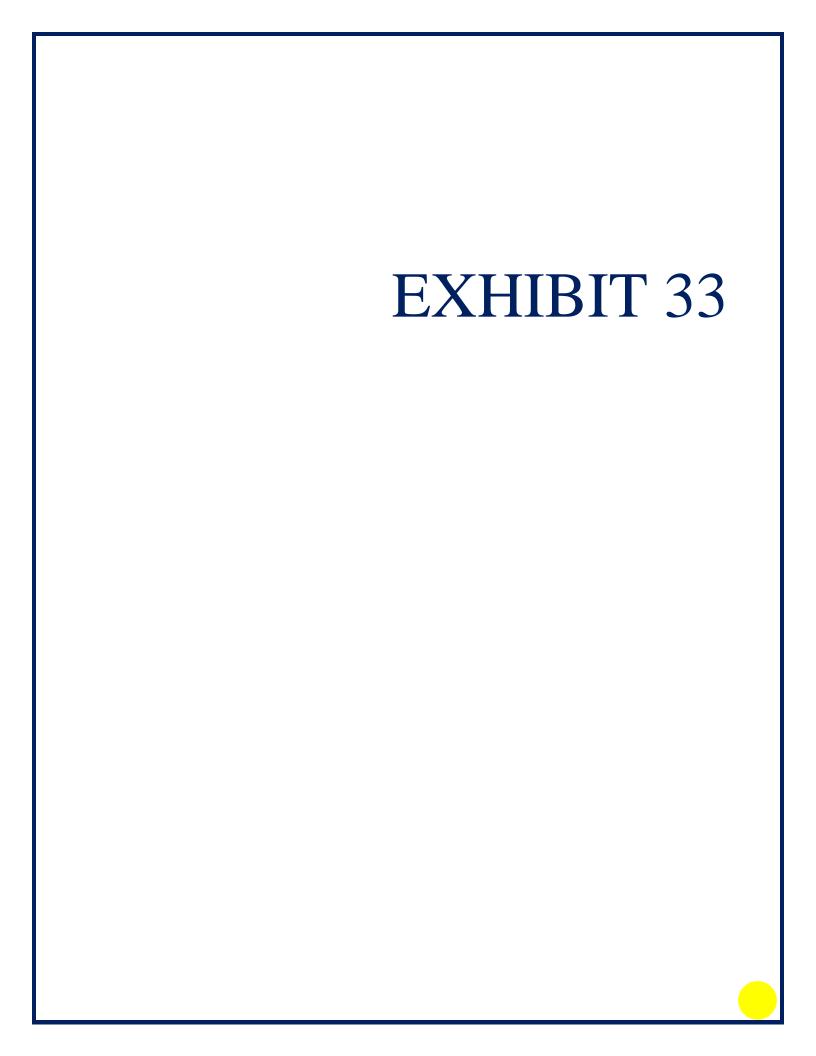
			FY 2022			
DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
10/01/2021	4790	EOY Balance 9-30-2021	Monthly Landscana October 2021		16 166 00	547,662.67
10/01/2021 10/04/2021	4790 4771	YELLOWSTONE LANDSCAPE DUKE ENERGY	Monthly Landscape October 2021		16,166.00 1,681.73	531,496.67 529,814.94
10/04/2021	ACH17181432	DUKE ENERGY	4000 Oakmont Blvd - There was a \$8.50 service fee so total pair	d is 61.38	52.88	529,762.06
10/04/2021	4772	DUKE ENERGY	7900 Oak Reflection Loop, Irrigation 08/24 -09/24		19.04	529,743.02
10/05/2021	4773	JR Clean Team LLC	Cleaning Service - August		2,445.00	527,298.02
10/06/2021	4774	DUKE ENERGY			2,895.68	524,402.34
10/06/2021	4775	EXERCISE SYSTEMS, INC.	Quarterly preventive maintenance fro fitness center 8.3.21		295.00	524,107.3
10/06/2021	100621ACH	DUKE ENERGY	4000 Oakmont Blvd (NEED TO GET BILL)		61.38	524,045.96
10/07/2021 10/07/2021	4776 4777	Brighthouse Networks Enhanced Maintenance Solutions			804.77 845.00	523,241.19 522,396.19
10/07/2021	4778	I-Deal Refuse Savings, Inc.	Dump and return compactor, disposal, Fuel and Enviro		566.01	521,830.18
10/07/2021	4779	LocalIQ	The ledger new Chief		2,070.72	519,759.46
10/07/2021	4780	POLK COUNTY UTILITIES	Various Accounts		12,409.57	507,349.89
10/07/2021	4781	SPIES POOL, LLC			1,414.00	505,935.89
10/12/2021	4782	IPFS Corporation	Insurance - Payment 01 of 11		2,609.29	503,326.60
10/12/2021	4783	DPFG M&C	CDD Mgmt - Oct		4,733.33	498,593.2
10/12/2021	4797	SPIES POOL, LLC	Roller Assembly		306.82	498,286.4
10/13/2021 10/22/2021	4784 4795	DUKE ENERGY ACTION SECURITY, INC.	Service Call - 10/27/21		1,559.72 1,340.00	496,726.73 495,386.73
10/22/2021	4796	Cintas	Cleaning Supplies 10/20/21		167.57	495,219.16
10/24/2021	4792	CRYSTAL SPRINGS	Crystal Springs 5G springs Water 5.0 Gallon Bottle Deposit		281.80	494,937.36
10/26/2021	4786	Egis Insurance & Risk Advisors	Renew Policy		3,073.30	491,864.0
10/26/2021	4787	DUKE ENERGY	0 Oakmont Blvd. Lite @ Pine Tree Trail 9/8-10/8		5,726.20	486,137.86
10/29/2021	4789	DUKE ENERGY			1,489.78	484,648.08
				0.00	63,014.59	484,648.08
11/01/2021	4813	COMMUNITY WATCH SOLUTIONS, LLC	Coloret Deneir		28,315.28	456,332.80
11/01/2021	4812 4811	Dale Cooper LLC Enhanced Maintenance Solutions	Gelcoat Repair		8,500.00	447,832.80
11/01/2021 11/01/2021	4811 4810	Ennanced Maintenance Solutions ENVERA	General Repairs- Basic labor to repair pool corner coping paver Burglar Alarm, Data management, Active Video Monitoring		389.00 2,510.87	447,443.8 444,932.9
11/01/2021	4809	I-Deal Refuse Savings, Inc.	23.3.2.7 Namin, Sata managomont, Active video Monitoling		3,321.54	441,611.3
11/01/2021	4808	Innersync	ADA Website Hosting		1,515.00	440,096.39
11/01/2021	4807	KE Law Group, PLLC	Legal Services		949.15	439,147.2
11/01/2021	4806	MASSEY SERVICES, INC.			230.00	438,917.24
11/01/2021	4805	Power Pool Services, LLC	Pool Maintenance - September		2,100.00	436,817.24
11/01/2021	4803	SPIES POOL, LLC			1,614.00	435,203.24
11/01/2021	4802	Steadfast Environmental LLC	Marshhall and a come Outshare 2004		3,113.00	432,090.24
11/01/2021 11/01/2021	4801 ACH110121	YELLOWSTONE LANDSCAPE FLORIDA PUBLIC UTILITIES	Monthly Landscape October 2021 Account Number- 0397513-3		16,166.00 2,304.90	415,924.24 413,619.34
11/01/2021	4794	Steadfast Environmental LLC	Clean up grounds for trash - Nov 2021		2,393.00	411,226.3
11/01/2021	4793	Steadfast Environmental LLC	Clean up grounds for trash - Nov 2021		720.00	410,506.3
11/01/2021	4798	YELLOWSTONE LANDSCAPE	Monthly Landscape Nov 2021		16,166.00	394,340.3
11/02/2021	4791	DPFG M&C	CDD Mgmt - Nov		4,733.33	389,607.0
11/09/2021	4799	DUKE ENERGY			1,524.11	388,082.90
11/16/2021	ACH111621	Brighthouse Networks			804.48	387,278.42
11/17/2021	111721ACH	POLK COUNTY UTILITIES	Various Accounts	0.405.00	3,215.64	384,062.78
11/18/2021 11/19/2021			Deposit Deposit	8,485.38 75,145.05		392,548.16 467,693.21
11/22/2021	4816	4th Element Fire & Safety, Inc.	Semi-Annual Maintenance	73,143.03	243.37	467,449.84
11/22/2021	4817	COMMUNITY WATCH SOLUTIONS, LLC	Main Gate Officer - Dec 2021		14,673.35	452,776.49
11/22/2021	4815	Enhanced Maintenance Solutions	General Repairs- Basic labor		275.00	452,501.49
11/22/2021	4814	Fausnight Stripe & Line Inc	Thermoplastic Pavement markings		4,000.00	448,501.49
11/22/2021	4818	Florida Pest Control	invoice 8672875		160.50	448,340.99
11/22/2021	4819	SPIES POOL, LLC	0.0 % - PL 11% 40/40 44/45		1,949.35	446,391.64
11/24/2021	4820	DUKE ENERGY	0 Solterra Blvd Lite 10/18-11/15		1,137.16	445,254.48
11/24/2021 11/24/2021	4821 4822	STANTEC CONSULTING SERVICES, INC. Steadfast Environmental LLC	2021 FY General Consulting		1,624.50	443,629.98
11/24/2021	4022	Steadiast Environmental LLC	Deposit	2,873.42	3,113.00	440,516.98 443,390.40
11/30/2021			Deposit	221,108.22		664,498.62
11/30/2021			Deposit	6,803.23		671,301.8
11/30/2021				314,415.30	127,761.53	671,301.85
12/01/2021	4823	I-Deal Refuse Savings, Inc.			2,675.51	668,626.3
12/03/2021	4824	Brighthouse Networks	5200 Solterra Blvd AHMS 11/03/21-12/02/21		429.51	668,196.83
12/03/2021	4825	DUKE ENERGY	4000 Oakmont Blvd		55.45	668,141.38
12/03/2021 12/03/2021	4826 4827	ENVERA I-Deal Refuse Savings, Inc.	Burglar Alarm, Data management, Active Video Monitoring		2,510.87 1,312.19	665,630.5 664,318.3
12/03/2021	4829	I-Deal Refuse Savings, Inc. I-Deal Refuse Savings, Inc.	Dump and return compactor, disposal, Fuel and Enviro		704.63	663,613.69
12/03/2021	4800	Pro-Tech Air Conditioning & Plumbing Svc.	Past due		2,007.57	661,606.12
12/06/2021	4831	DPFG M&C	CDD Mgmt - Dec		4,733.33	656,872.79
12/07/2021	4833	I-Deal Refuse Savings, Inc.			1,415.04	655,457.7
12/08/2021	4834	SPIES POOL, LLC			4,487.00	650,970.7
		DOLLA COLINITALITIES	Various Accounts		15,682.24	635,288.5
12/09/2021		POLK COUNTY UTILITIES	0 Caltania Divid 14- 40/00/04 44/00/04		1,231.40	634,057.1
12/09/2021 12/10/2021	4837	DUKE ENERGY	0 Solterra Blvd Lite 10/26/21-11/23/21			600 757 4
12/09/2021 12/10/2021 12/14/2021			Contribution to Polk Cty Sheriff's Office	22N 433 5N	300.00	
12/09/2021 12/10/2021 12/14/2021 12/14/2021	4837	DUKE ENERGY Ivan Navarro		220,433.50		854,190.6
12/09/2021 12/10/2021 12/14/2021	4837 4838	DUKE ENERGY	Contribution to Polk Cty Sheriff's Office	220,433.50	300.00	854,190.6 850,190.6
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021	4837 4838 4839	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC	Contribution to Polk Cty Sheriff's Office Deposit	220,433.50	300.00 4,000.00	854,190.6 850,190.6 850,085.6
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021 12/16/2021 12/16/2021 12/16/2021	4837 4838 4839 4836 4841 4842	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC Brighthouse Networks	Contribution to Polk Cty Sheriff's Office Deposit Oaktree Dr Davenport , FL 11/22-12/21	220,433.50	300.00 4,000.00 104.98 200.00 133.98	854,190.6 850,190.6 850,085.6 849,885.6 849,751.6
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021	4837 4838 4839 4836 4841 4842 4843	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC Brighthouse Networks FLORIDA DEPT OF ECONOMIC OPPORTUNIT Heather Allen Wanda Texas	Contribution to Polk Cty Sheriff's Office Deposit Oaktree Dr Davenport , FL 11/22-12/21 Annual Filing - FY 21/22	220,433.50	300.00 4,000.00 104.98 200.00 133.98 1,044.85	854,190.6 850,190.6 850,085.6 849,885.6 849,751.6 848,706.8
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021	4837 4838 4839 4836 4841 4842 4843 4844	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC Brighthouse Networks FLORIDA DEPT OF ECONOMIC OPPORTUNIT Heather Allen Wanda Texas SPIES POOL, LLC	Contribution to Polk Cty Sheriff's Office Deposit Oaktree Dr Davenport , FL 11/22-12/21 Annual Filing - FY 21/22 Reimbursement	220,433.50	300.00 4,000.00 104.98 200.00 133.98 1,044.85 7,667.80	854,190.6 850,190.6 850,085.6 849,885.6 849,751.6 848,706.8
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021	4837 4838 4839 4836 4841 4842 4843 4844 4846	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC Brighthouse Networks FLORIDA DEPT OF ECONOMIC OPPORTUNIT Heather Allen Wanda Texas SPIES POOL, LLC Florida Pest Control	Contribution to Polk Cty Sheriff's Office Deposit Oaktree Dr Davenport , FL 11/22-12/21 Annual Filing - FY 21/22 Reimbursement Wanda Texas Reimbursement	220,433.50	300.00 4,000.00 104.98 200.00 133.98 1,044.85 7,667.80 1,555.00	854,190.6 850,190.6 850,085.6 849,885.6 849,751.6 848,706.8 841,039.0 839,484.0
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021	4837 4838 4839 4836 4841 4842 4843 4844 4846 4847	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC Brighthouse Networks FLORIDA DEPT OF ECONOMIC OPPORTUNIT Heather Allen Wanda Texas SPIES POOL, LLC Florida Pest Control Paradise Property Solutions & Services	Contribution to Polk Cty Sheriff's Office Deposit Oaktree Dr Davenport , FL 11/22-12/21 Annual Filing - FY 21/22 Reimbursement Wanda Texas Reimbursement Repair pool Pavers	220,433.50	300.00 4,000.00 104.98 200.00 133.98 1,044.85 7,667.80 1,555.00 150.00	854,190.6 850,190.6 850,085.6 849,885.6 849,751.6 848,706.8 841,039.0 839,484.0
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021	4837 4838 4839 4836 4841 4842 4843 4844 4846	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC Brighthouse Networks FLORIDA DEPT OF ECONOMIC OPPORTUNIT Heather Allen Wanda Texas SPIES POOL, LLC Florida Pest Control	Contribution to Polk Cty Sheriff's Office Deposit Oaktree Dr Davenport , FL 11/22-12/21 Annual Filing - FY 21/22 Reimbursement Wanda Texas Reimbursement Repair pool Pavers CH Cleaning - December		300.00 4,000.00 104.98 200.00 133.98 1,044.85 7,667.80 1,555.00	854,190.6 850,190.6 850,085.6 849,885.6 849,751.6 848,706.8 841,039.0 839,484.0 839,334.0
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021	4837 4838 4839 4836 4841 4842 4843 4844 4846 4847 4837	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC Brighthouse Networks FLORIDA DEPT OF ECONOMIC OPPORTUNIT Heather Allen Wanda Texas SPIES POOL, LLC Florida Pest Control Paradise Property Solutions & Services JR Clean Team LLC	Contribution to Polk Cty Sheriff's Office Deposit Oaktree Dr Davenport , FL 11/22-12/21 Annual Filing - FY 21/22 Reimbursement Wanda Texas Reimbursement Repair pool Pavers CH Cleaning - December Deposit	220,433.50 175.00	300.00 4,000.00 104.98 200.00 133.98 1,044.85 7,667.80 1,555.00 150.00 2,445.00	854,190.6 850,190.6 850,085.6 849,885.6 849,751.6 848,706.8 841,039.0 839,484.0 839,334.0 836,889.0
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021	4837 4838 4839 4836 4841 4842 4843 4844 4846 4847	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC Brighthouse Networks FLORIDA DEPT OF ECONOMIC OPPORTUNIT Heather Allen Wanda Texas SPIES POOL, LLC Florida Pest Control Paradise Property Solutions & Services	Contribution to Polk Cty Sheriff's Office Deposit Oaktree Dr Davenport , FL 11/22-12/21 Annual Filing - FY 21/22 Reimbursement Wanda Texas Reimbursement Repair pool Pavers CH Cleaning - December		300.00 4,000.00 104.98 200.00 133.98 1,044.85 7,667.80 1,555.00 150.00	854,190.6 850,190.6 850,085.6 849,885.6 849,751.6 848,706.8 841,039.0 839,484.0 839,334.0 836,889.0 837,064.0
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021	4837 4838 4839 4836 4841 4842 4843 4844 4846 4847 4837	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC Brighthouse Networks FLORIDA DEPT OF ECONOMIC OPPORTUNIT Heather Allen Wanda Texas SPIES POOL, LLC Florida Pest Control Paradise Property Solutions & Services JR Clean Team LLC Brighthouse Networks	Contribution to Polk Cty Sheriff's Office Deposit Oaktree Dr Davenport , FL 11/22-12/21 Annual Filing - FY 21/22 Reimbursement Wanda Texas Reimbursement Repair pool Pavers CH Cleaning - December Deposit Oaktree Dr Davenport , FL 11/22-12/21		300.00 4,000.00 104.98 200.00 133.98 1,044.85 7,667.80 1,555.00 150.00 2,445.00	854,190.6 850,190.6 850,085.6 849,885.6 849,751.6 848,706.8 841,039.0 839,484.0 839,334.0 836,889.0 837,064.0 836,959.0
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021	4837 4838 4839 4836 4841 4842 4843 4844 4846 4847 4837	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC Brighthouse Networks FLORIDA DEPT OF ECONOMIC OPPORTUNIT Heather Allen Wanda Texas SPIES POOL, LLC Florida Pest Control Paradise Property Solutions & Services JR Clean Team LLC Brighthouse Networks SITE MASTERS OF FLORIDA, LLC	Contribution to Polk Cty Sheriff's Office Deposit Oaktree Dr Davenport , FL 11/22-12/21 Annual Filing - FY 21/22 Reimbursement Wanda Texas Reimbursement Repair pool Pavers CH Cleaning - December Deposit Oaktree Dr Davenport , FL 11/22-12/21		300.00 4,000.00 104.98 200.00 133.98 1,044.85 7,667.80 1,555.00 150.00 2,445.00 104.98 300.00	854,190.6 850,190.6 850,085.6 849,885.6 849,751.6 848,706.8 841,039.0 839,484.0 839,334.0 836,889.0 837,064.0 836,959.0 836,659.0
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/17/2021	4837 4838 4839 4836 4841 4842 4843 4844 4846 4847 4837 4840 4848 4850	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC Brighthouse Networks FLORIDA DEPT OF ECONOMIC OPPORTUNIT Heather Allen Wanda Texas SPIES POOL, LLC Florida Pest Control Paradise Property Solutions & Services JR Clean Team LLC Brighthouse Networks SITE MASTERS OF FLORIDA, LLC JR Clean Team LLC	Contribution to Polk Cty Sheriff's Office Deposit Oaktree Dr Davenport , FL 11/22-12/21 Annual Filing - FY 21/22 Reimbursement Wanda Texas Reimbursement Repair pool Pavers CH Cleaning - December Deposit Oaktree Dr Davenport , FL 11/22-12/21 repaired damaged grate seat		300.00 4,000.00 104.98 200.00 133.98 1,044.85 7,667.80 1,555.00 150.00 2,445.00 104.98 300.00 6,206.70	854,190.6 850,190.6 850,085.6 849,885.6 849,751.6 848,706.8 841,039.0 839,484.0 839,334.0 836,889.0 837,064.0 836,959.0 836,659.0 830,452.3 828,007.3
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/17/2021 12/17/2021 12/17/2021 12/17/2021 12/17/2021	4837 4838 4839 4836 4841 4842 4843 4844 4846 4847 4837 4840 4848 4850 4851 4852	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC Brighthouse Networks FLORIDA DEPT OF ECONOMIC OPPORTUNIT Heather Allen Wanda Texas SPIES POOL, LLC Florida Pest Control Paradise Property Solutions & Services JR Clean Team LLC Brighthouse Networks SITE MASTERS OF FLORIDA, LLC JR Clean Team LLC JR Clean Team LLC YELLOWSTONE LANDSCAPE	Contribution to Polk Cty Sheriff's Office Deposit Oaktree Dr Davenport , FL 11/22-12/21 Annual Filing - FY 21/22 Reimbursement Wanda Texas Reimbursement Repair pool Pavers CH Cleaning - December Deposit Oaktree Dr Davenport , FL 11/22-12/21 repaired damaged grate seat Cleaning - Jan 22		300.00 4,000.00 104.98 200.00 133.98 1,044.85 7,667.80 1,555.00 150.00 2,445.00 104.98 300.00 6,206.70 2,445.00 16,166.00	854,190.6 850,190.6 850,085.6 849,885.6 849,751.6 848,706.8 841,039.0 839,484.0 839,334.0 836,889.0 837,064.0 836,959.0 836,659.0 830,452.3 828,007.3 811,841.3
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/17/2021 12/17/2021 12/17/2021 12/17/2021 12/17/2021 12/17/2021 12/17/2021	4837 4838 4839 4836 4841 4842 4843 4844 4846 4847 4837 4840 4848 4850 4851 4852	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC Brighthouse Networks FLORIDA DEPT OF ECONOMIC OPPORTUNIT Heather Allen Wanda Texas SPIES POOL, LLC Florida Pest Control Paradise Property Solutions & Services JR Clean Team LLC Brighthouse Networks SITE MASTERS OF FLORIDA, LLC JR Clean Team LLC JR Clean Team LLC YELLOWSTONE LANDSCAPE	Contribution to Polk Cty Sheriff's Office Deposit Oaktree Dr Davenport , FL 11/22-12/21 Annual Filing - FY 21/22 Reimbursement Wanda Texas Reimbursement Repair pool Pavers CH Cleaning - December Deposit Oaktree Dr Davenport , FL 11/22-12/21 repaired damaged grate seat Cleaning - Jan 22 Monthly Landscape Dec 2021 Deposit	175.00	300.00 4,000.00 104.98 200.00 133.98 1,044.85 7,667.80 1,555.00 150.00 2,445.00 104.98 300.00 6,206.70 2,445.00 16,166.00 610.00	854,190.6 850,190.6 850,085.6 849,885.6 849,751.6 848,706.8 841,039.0 839,484.0 839,334.0 836,889.0 837,064.0 836,959.0 836,659.0 830,452.3 828,007.3 811,841.3 2,373,742.3 2,373,132.3
12/09/2021 12/10/2021 12/14/2021 12/14/2021 12/15/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/16/2021 12/17/2021 12/17/2021 12/17/2021 12/17/2021 12/17/2021	4837 4838 4839 4836 4841 4842 4843 4844 4846 4847 4837 4840 4848 4850 4851 4852	DUKE ENERGY Ivan Navarro SITE MASTERS OF FLORIDA, LLC Brighthouse Networks FLORIDA DEPT OF ECONOMIC OPPORTUNIT Heather Allen Wanda Texas SPIES POOL, LLC Florida Pest Control Paradise Property Solutions & Services JR Clean Team LLC Brighthouse Networks SITE MASTERS OF FLORIDA, LLC JR Clean Team LLC JR Clean Team LLC YELLOWSTONE LANDSCAPE	Contribution to Polk Cty Sheriff's Office Deposit Oaktree Dr Davenport , FL 11/22-12/21 Annual Filing - FY 21/22 Reimbursement Wanda Texas Reimbursement Repair pool Pavers CH Cleaning - December Deposit Oaktree Dr Davenport , FL 11/22-12/21 repaired damaged grate seat Cleaning - Jan 22 Monthly Landscape Dec 2021	175.00	300.00 4,000.00 104.98 200.00 133.98 1,044.85 7,667.80 1,555.00 150.00 2,445.00 104.98 300.00 6,206.70 2,445.00 16,166.00	633,757.11 854,190.61 850,190.61 850,085.63 849,885.63 849,751.65 848,706.80 839,484.00 839,334.00 836,889.00 837,064.00 836,659.02 836,659.02 830,452.32 828,007.32 811,841.32 2,373,742.33 2,367,367.363

			FY 2022		
DATE	CK NO.	PAYEE	DESCRIPTION DEPOSIT	DISBURSMT	BALANCE
12/18/2021	4856	Dale Cooper LLC	Gelcoat Repair	8,500.00	2,355,751.58
12/18/2021	4857	Asphalt Restoration Technology Systems	Application Of pavement dressing conditioner oli based penetrating	6,495.00	2,349,256.58
12/20/2021	4859	CRYSTAL SPRINGS	Crystal Springs 5G springs Water 5.0 Gallon Bottle Deposit	28.45	2,349,228.13
12/20/2021	4860	LERNER REPORTING SERVICES, INC	Annual Disclosure fee	6,000.00	2,343,228.13
12/21/2021	4861	DPFG M&C	Annual Website Svc Fee	500.00	2,342,728.13
12/21/2021	4862	CRYSTAL SPRINGS	Crystal Springs 5G springs Water 5.0 Gallon Bottle Deposit	56.90	2,342,671.23
12/21/2021	4911	Cheney Brothers	food products	1,051.00	2,341,620.23
12/21/2021	4912	Cintas	Cleaning Supplies 1/7/22	182.58	2,341,437.65
12/21/2021	4913	CRYSTAL SPRINGS	Crystal Springs 5G springs Water 5.0 Gallon Bottle	28.45	2,341,409.20
12/21/2021	4914	Evergreen Lifestyles Mgmt	Dec 2021 Management	25,634.08	2,315,775.12
12/21/2021	4915	Florida Pest Control		1,005.00	2,314,770.12
12/21/2021	4917	Paradise Property Solutions & Services	painting/install lighting	3,010.00	2,311,760.12
12/22/2021	4863	ONSIGHT SIGNAGE & VISUAL SOLUTION	Labor/ Installation	1,082.25	2,310,677.87
12/22/2021	12/22/21	IPFS Corporation	Insurance - Payment 02 of 11	2,739.75	2,307,938.12
12/23/2021 12/23/2021	4864 4866	SPIES POOL, LLC SPIES POOL. LLC	Labor for main pool Bulk Bleach and 15 gallons of Sulfuric Acid	543.00 139.90	2,307,395.12 2,307,255.22
12/23/2021	4867	SPIES POOL, LLC	Labor for main pool	939.00	2,306,316.22
12/28/2021	4870	SPIES POOL, LLC	Labor for main pool	2,295.00	2,304,021.22
12/30/2021	4871	Steadfast Environmental LLC	Clean up grounds for trash - Jan 2021	2,393.00	2,301,628.22
12/30/2021	4872	Steadfast Environmental LLC	Clean up grounds for trash - Jan 2021	720.00	2,300,908.22
12/30/2021	4873	Cintas	Cleaning Supplies 12/3021	167.57	2,300,740.65
12/31/2021		······	Deposit 543,681.27		2,844,421.92
12/31/2021			2,326,190.78	153,070.71	2,844,421.92
01/04/2022	4874	DPFG M&C	CDD Mgmt - Jan 2022	4,733.33	2,839,688.59
01/05/2022			Deposit 2,876.00		2,842,564.59
01/06/2022			Deposit 7,325.23		2,849,889.82
01/06/2022			Deposit 201,258.98		3,051,148.80
01/07/2022	4877	Cintas		335.14	3,050,813.66
01/07/2022	010722ACH	IPFS Corporation	Insurance - Payment 03 of 11	2,739.75	3,048,073.9
01/11/2022	4883	I-Deal Refuse Savings, Inc.	Dump and return compactor, disposal, Fuel and Enviro12/20/2021	674.01	3,047,399.9
01/11/2022	4886	ENVERA		4,327.00	3,043,072.9
01/11/2022	4885	I-Deal Refuse Savings, Inc.	Dump and return compactor, disposal, Fuel and Enviro12/27/21	728.30	3,042,344.60
01/11/2022	4884	Paradise Property Solutions & Services	Clubhouse Bathroom Painting, Patch drywall holes and cracks. Caulk around windows	1,367.00	3,040,977.60
01/11/2022	4888	Brighthouse Networks	5200 Solterra Blvd AHMS 01/03/22-02/02/22	536.40	3,040,441.20
01/12/2022	4889	AAA Garage Door Repairs	double spring installation	612.92	3,039,828.28
01/12/2022	4890	Asphalt Restoration Technology Systems	Asphalt repair using 3 types Hot mix	3,995.00	3,035,833.28
01/12/2022	4891	STANTEC CONSULTING SERVICES, INC.	legal svcs	190.00	3,035,643.28
01/13/2022	4895	FIREMAN TOM'S PRESSURE WASHING CO.	chemically treated and pressure wash river pool deck	2,100.00	3,033,543.28
01/13/2022	4896	Florida Pest Control		1,860.00	3,031,683.28
01/13/2022	4897	Florida Pest Control		1,093.00	3,030,590.28
01/13/2022	4898	YELLOWSTONE LANDSCAPE	Monthly Landscape Jan 2021	16,166.00	3,014,424.28
01/13/2022	4899	JR Clean Team LLC	Cleaning - Jan 22	2,445.00	3,011,979.28
01/14/2022	4900	COMMUNITY WATCH SOLUTIONS, LLC	Main Gate Officer -Feb 2022	15,061.50	2,996,917.78
01/18/2022	4902	US BANK		8,189.01	2,988,728.77
01/18/2022	4903	I-Deal Refuse Savings, Inc.		1,380.10	2,987,348.6
01/18/2022	4904	YELLOWSTONE LANDSCAPE		19,610.12	2,967,738.5
01/18/2022	011822ACH	POLK COUNTY UTILITIES	Various Accounts	54.54	2,967,684.0
01/19/2022	4905	POLK COUNTY UTILITIES	Various Accounts	6,371.09	2,961,312.92
01/19/2022	4908	I-Deal Refuse Savings, Inc.	Compactor Rental	300.00	2,961,012.92
01/19/2022	4907	KE Law Group, PLLC	Legal Services	2,804.00	2,958,208.92
01/19/2022	4906	SPIES POOL, LLC		1,498.60	2,956,710.32
01/20/2022	4910	I-Deal Refuse Savings, Inc.		7,756.41	2,948,953.9
01/20/2022	012022ACH	COMMUNITY WATCH SOLUTIONS, LLC	Main Gate Officer -Jan 2021	16,111.42	2,932,842.49
01/24/2022	022422ACH	DUKE ENERGY		3,846.68	2,928,995.8
01/24/2022	012422ACH1	DUKE ENERGY	00000 Oakmont Blvd Lite 11/24/21-12/27/21	1,855.60	2,927,140.2
01/24/2022	012422ACH	DUKE ENERGY	0 Solterra Blvd Lite 11/6/21-12/07/21	8.50	2,927,131.7
01/24/2022	4918	I-Deal Refuse Savings, Inc.	Dump and return compactor, disposal, Fuel and Enviro	691.69	2,926,440.02
01/24/2022	4919	DUKE ENERGY		673.96	2,925,766.06
01/25/2022	4920	DUKE ENERGY	0 Solterra Blvd Lite 11/16/21-12/15/21	1,137.16	2,924,628.90
01/25/2022	4921	Cintas	Cleaning Supplies and office items	182.58	2,924,446.32
01/26/2022	4922	YELLOWSTONE LANDSCAPE	Irrigation repairs Q4	3,816.54	2,920,629.78
01/26/2022	012622ACH	BankUnited	Box of Checks ordered with Brenda	183.91	2,920,445.8
01/27/2022	4923	POLK COUNTY WATER RESOURCE ENFORCEMENT		1,139.20	2,919,306.6
01/28/2022	4924	Steadfast Environmental LLC		3,113.00	2,916,193.67
01/28/2022			Funds Transfer	300.00	2,915,893.67
01/31/2022	4925	Brighthouse Networks	5200 Solterra Blvd AHMS 1/25-2/24	2,129.61	2,913,764.06
01/31/2022	4926	ENVERA		2,787.00	2,910,977.06
01/31/2022	4927	I-Deal Refuse Savings, Inc.		2,647.92	2,908,329.14
01/31/2022	4928	POLK COUNTY UTILITIES	Various Accounts	7,942.13	2,900,387.0
01/31/2022	4929	SPIES POOL, LLC	Labor for main pool and Lazy River	771.65	2,899,615.36
01/31/2022			Service Charge	431.00	2,899,184.36
01/31/2022			211,460.21	156,697.77	2,899,184.36
02/01/2022	4930	Evergreen Lifestyles Mgmt		39,115.48	2,860,068.88
02/02/2022	4931	Asphalt Restoration Technology Systems	Asphalt Striping	1,500.00	2,858,568.88
02/02/2022	4932	DUKE ENERGY	0 Solterra Blvd Lite 12/16/21-01/18/22	1,921.85	2,856,647.03
02/02/2022	4933	I-Deal Refuse Savings, Inc.	Compactor Rental	561.25	2,856,085.78
02/03/2022	4934	FIREMAN TOM'S PRESSURE WASHING CO.	Pressure washed: Guard shack, and 3 entry wall signs.	450.00	2,855,635.78
02/03/2022	4935	Pro-Tech Air Conditioning & Plumbing Svc.	Quarterly billing for HVAC	651.75	2,854,984.03
02/00/2022	020322ACH1	FLORIDA PUBLIC UTILITIES	Service 10/20-11/18	4,114.73	2,850,869.3
02/03/2022		FLORIDA PUBLIC UTILITIES	Service 11/18-12/20	10,216.25	2,840,653.0
	020322ACH2		Service 12/20-01/21	8,425.17	2,832,227.8
02/03/2022	020322ACH2 020722ACH	FLORIDA PUBLIC UTILITIES	Service 12/20-01/21		2,826,742.7
02/03/2022 02/03/2022		FLORIDA PUBLIC UTILITIES YELLOWSTONE LANDSCAPE	Service 12/20-01/21	5,485.17	2,020,742.7
02/03/2022 02/03/2022 02/07/2022	020722ACH		Service 12/20-01/21	5,485.17 8,148.29	
02/03/2022 02/03/2022 02/07/2022 02/07/2022	020722ACH 4936	YELLOWSTONE LANDSCAPE	Quarterly preventive maintenance fro fitness center 1.31.22		2,818,594.4
02/03/2022 02/03/2022 02/07/2022 02/07/2022 02/08/2022	020722ACH 4936 4937	YELLOWSTONE LANDSCAPE DUKE ENERGY		8,148.29	2,818,594.4 2,818,299.4
02/03/2022 02/03/2022 02/07/2022 02/07/2022 02/08/2022 02/08/2022	020722ACH 4936 4937 4938	YELLOWSTONE LANDSCAPE DUKE ENERGY EXERCISE SYSTEMS, INC.	Quarterly preventive maintenance fro fitness center 1.31.22	8,148.29 295.00	2,818,594.4 2,818,299.4 2,818,036.4
02/03/2022 02/03/2022 02/07/2022 02/07/2022 02/08/2022 02/08/2022 02/10/2022	020722ACH 4936 4937 4938 4939	YELLOWSTONE LANDSCAPE DUKE ENERGY EXERCISE SYSTEMS, INC. Brighthouse Networks	Quarterly preventive maintenance fro fitness center 1.31.22 5200 Solterra Blvd 02/03/22-03/02/22	8,148.29 295.00 262.96	2,818,594.4 2,818,299.4 2,818,036.4 2,815,936.4
02/03/2022 02/03/2022 02/07/2022 02/07/2022 02/08/2022 02/08/2022 02/10/2022 02/10/2022	020722ACH 4936 4937 4938 4939 4940	YELLOWSTONE LANDSCAPE DUKE ENERGY EXERCISE SYSTEMS, INC. Brighthouse Networks Power Pool Services, LLC	Quarterly preventive maintenance fro fitness center 1.31.22 5200 Solterra Blvd 02/03/22-03/02/22 Pool Maintenance - February	8,148.29 295.00 262.96 2,100.00	2,818,594.4 2,818,299.4 2,818,036.4 2,815,936.4 2,813,196.7
02/03/2022 02/03/2022 02/07/2022 02/07/2022 02/08/2022 02/10/2022 02/10/2022 02/11/2022 02/11/2022 02/15/2022	020722ACH 4936 4937 4938 4939 4940 021122ACH1	YELLOWSTONE LANDSCAPE DUKE ENERGY EXERCISE SYSTEMS, INC. Brighthouse Networks Power Pool Services, LLC IPFS Corporation	Quarterly preventive maintenance fro fitness center 1.31.22 5200 Solterra Blvd 02/03/22-03/02/22 Pool Maintenance - February	8,148.29 295.00 262.96 2,100.00 2,739.75 14,556.51	2,818,594.4 2,818,299.4 2,818,036.4 2,815,936.4 2,813,196.7 2,798,640.2
02/03/2022 02/03/2022 02/07/2022 02/07/2022 02/08/2022 02/08/2022 02/10/2022 02/10/2022 02/11/2022	020722ACH 4936 4937 4938 4939 4940 021122ACH1 4941	YELLOWSTONE LANDSCAPE DUKE ENERGY EXERCISE SYSTEMS, INC. Brighthouse Networks Power Pool Services, LLC IPFS Corporation DUKE ENERGY	Quarterly preventive maintenance fro fitness center 1.31.22 5200 Solterra Blvd 02/03/22-03/02/22 Pool Maintenance - February	8,148.29 295.00 262.96 2,100.00 2,739.75	2,818,594.4 2,818,299.4 2,818,036.4 2,815,936.4 2,813,196.7 2,798,640.2 2,797,098.0
02/03/2022 02/03/2022 02/07/2022 02/07/2022 02/08/2022 02/10/2022 02/10/2022 02/11/2022 02/15/2022 02/15/2022	020722ACH 4936 4937 4938 4939 4940 021122ACH1 4941 4942	YELLOWSTONE LANDSCAPE DUKE ENERGY EXERCISE SYSTEMS, INC. Brighthouse Networks Power Pool Services, LLC IPFS Corporation DUKE ENERGY I-Deal Refuse Savings, Inc.	Quarterly preventive maintenance fro fitness center 1.31.22 5200 Solterra Blvd 02/03/22-03/02/22 Pool Maintenance - February Insurance - Payment 04 of 11	8,148.29 295.00 262.96 2,100.00 2,739.75 14,556.51 1,542.17	2,818,594.4 2,818,299.4 2,818,036.4 2,815,936.4 2,813,196.7 2,798,640.2 2,797,098.0 2,796,448.0
02/03/2022 02/03/2022 02/07/2022 02/08/2022 02/08/2022 02/10/2022 02/10/2022 02/11/2022 02/15/2022 02/15/2022 02/15/2022	020722ACH 4936 4937 4938 4939 4940 021122ACH1 4941 4942 4943	YELLOWSTONE LANDSCAPE DUKE ENERGY EXERCISE SYSTEMS, INC. Brighthouse Networks Power Pool Services, LLC IPFS Corporation DUKE ENERGY I-Deal Refuse Savings, Inc. LLS TAX SOLUTIONS, INC	Quarterly preventive maintenance fro fitness center 1.31.22 5200 Solterra Blvd 02/03/22-03/02/22 Pool Maintenance - February Insurance - Payment 04 of 11 Arbitrage 10/3/21	8,148.29 295.00 262.96 2,100.00 2,739.75 14,556.51 1,542.17 650.00	2,818,594.4 2,818,299.4 2,818,036.4 2,815,936.4 2,813,196.7 2,798,640.2 2,797,098.0 2,796,448.0 2,796,219.6
02/03/2022 02/03/2022 02/07/2022 02/07/2022 02/08/2022 02/10/2022 02/10/2022 02/11/2022 02/15/2022 02/15/2022 02/15/2022 02/18/2022	020722ACH 4936 4937 4938 4939 4940 021122ACH1 4941 4942 4943	YELLOWSTONE LANDSCAPE DUKE ENERGY EXERCISE SYSTEMS, INC. Brighthouse Networks Power Pool Services, LLC IPFS Corporation DUKE ENERGY I-Deal Refuse Savings, Inc. LLS TAX SOLUTIONS, INC 4th Element Fire & Safety, Inc.	Quarterly preventive maintenance fro fitness center 1.31.22 5200 Solterra Blvd 02/03/22-03/02/22 Pool Maintenance - February Insurance - Payment 04 of 11 Arbitrage 10/3/21 Annual Maintenance Service at Oaktree Drive	8,148.29 295.00 262.96 2,100.00 2,739.75 14,556.51 1,542.17 650.00 228.39	2,620,742.7 2,818,594.42 2,818,299.42 2,815,936.46 2,815,936.46 2,813,196.7 2,798,640.20 2,797,098.03 2,796,448.03 2,796,219.64 2,779,713.17 2,771,837.66

-			FY 2022			
DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
02/18/2022	4948	SPIES POOL, LLC	Labor for main pool and Lazy River		972.00	2,769,772.66
02/18/2022	4949	US BANK	Trustee Fees - Series 2014		4,148.38	2,765,624.28
02/18/2022 02/18/2022	4950	YELLOWSTONE LANDSCAPE	Monthly Landscape Maintenance 2/22	263,660.63	16,166.00	2,749,458.28
02/16/2022	4951	DUKE ENERGY	Deposit	203,000.03	36,835.74	3,013,118.91 2,976,283.17
02/24/2022	4952	ENVERA	Alarm Monitoring Services		2,510.87	2,973,772.30
02/24/2022	4953	I-Deal Refuse Savings, Inc.	·		1,534.56	2,972,237.74
02/24/2022	4954	KE Law Group, PLLC	Legal Services		1,807.50	2,970,430.24
02/24/2022	4955	POLK COUNTY WATER RESOURCE ENFORCEMENT	Water Violation (02/22)		569.60	2,969,860.64
02/24/2022 02/28/2022	4956	YELLOWSTONE LANDSCAPE	Quarterly Date Palm Injections W/ Fertilizer and Queen Pa	lm Fertilizer 2022 1/4 263,660.63	845.00 193,829.35	2,969,015.64 2,969,015.64
03/02/2022	4957	CANDICE SMITH	BOS MTG 2/25/22	203,000.03	200.00	2,968,815.64
03/03/2022	4758	Brighthouse Networks	5200 Solterra Blvd 02/25/22-03/24/22		743.64	2,968,072.00
03/03/2022	4759	DUKE ENERGY	000 Oakmont blvd LITE PH2C 01/20/22-02/16/22		7,631.15	2,960,440.85
03/03/2022	4760	POLK COUNTY UTILITIES	Various Accounts		219.76	2,960,221.09
03/03/2022	4761	I-Deal Refuse Savings, Inc.	Compactor Rental		629.17	2,959,591.92
03/03/2022	4762 4963	I-Deal Refuse Savings, Inc. POLK COUNTY UTILITIES	Compactor Rental Various Accounts		669.59	2,958,922.33
03/03/2022 03/03/2022	4964	Pro-Tech Air Conditioning & Plumbing Svc.	Rusty Diffuser- Completed Diagnostic Testing		7,739.11 153.37	2,951,183.22 2,951,029.85
03/03/2022	4965	SITE MASTERS OF FLORIDA, LLC	repaired pothole on Oakbourne Ave, Repaired gate latch a	t playground	400.00	2,950,629.85
03/03/2022	4966	SPIES POOL, LLC	Labor for main pool and Lazy River		444.90	2,950,184.95
03/03/2022	4967	Steadfast Environmental LLC	Routine Aquatic Maintenance - March 2022		2,393.00	2,947,791.95
03/04/2022	4968	Power Pool Services, LLC	Pool Maintenance - March		2,100.00	2,945,691.95
03/04/2022	4969	DUKE ENERGY	7900 Oak Reflection Loop Jan 28 to Feb 24		35.88	2,945,656.07
03/08/2022 03/08/2022	4970 4971	DPFG M&C JR Clean Team LLC	CDD Mgmt - Feb 2022 Cleaning - Feb 22		4,733.33 2,445.00	2,940,922.74
03/08/2022	4971	Power Pool Services, LLC	Pool Maintenance		1,241.20	2,938,477.74 2,937,236.54
03/08/2022	030822ACH1	IPFS Corporation	Insurance - Payment 5 of 11		2,739.75	2,934,496.79
03/09/2022	4974	DPFG M&C	CDD Mgmt - March 22		4,733.33	2,929,763.46
03/11/2022			Deposit	975.00		2,930,738.46
03/14/2022	031822ACH	DUKE ENERGY	000 Oakmont Blvd Lite PH2A-SL PASS DUE 2/11-3/11		12,832.99	2,917,905.47
03/15/2022	4975	Brighthouse Networks	5200 Solterra Blvd 03/03-04/02		267.96 581.01	2,917,637.51
03/15/2022 03/15/2022	4976 4977	DUKE ENERGY ENVERA	Alarm Monitoring Services		581.91 2,510.87	2,917,055.60 2,914,544.73
03/15/2022		Greenway Property Services, Inc.	Drain Services		525.00	2,914,019.73
03/15/2022	4979	I-Deal Refuse Savings, Inc.	Dump and Return Compactor		604.91	2,913,414.82
03/15/2022	4980	Paradise Property Solutions & Services	Repair Pool Pavers in multiple locations		525.00	2,912,889.82
03/15/2022	4981	Power Pool Services, LLC			8,400.00	2,904,489.82
03/15/2022	4982	SPIES POOL, LLC			2,368.10	2,902,121.72
03/15/2022 03/15/2022	4983 4984	STANTEC CONSULTING SERVICES, INC. YELLOWSTONE LANDSCAPE	2022 FY General Consulting Monthly Maintenance March 2022		1,264.00 16,166.00	2,900,857.72
03/16/2022	4985	COMMUNITY WATCH SOLUTIONS, LLC	Main Gate Officer - April 2022		15,831.27	2,884,691.72 2,868,860.45
03/16/2022	4986	DUKE ENERGY	Main Gate Gillesi 7 pm 2022		159.41	2,868,701.04
03/16/2022			Deposit	66,080.52		2,934,781.56
03/17/2022	4987	Steadfast Environmental LLC	Routine Aquatic Maintenance - April 2022		2,393.00	2,932,388.56
03/21/2022	4988	I-Deal Refuse Savings, Inc.			2,519.33	2,929,869.23
03/22/2022	4989	Evergreen Lifestyles Mgmt			50,175.19	2,879,694.04
03/22/2022 03/24/2022	4990 4991	I-Deal Refuse Savings, Inc. DUKE ENERGY	Compactor Rental 000 Solterra Blvd Lite		300.00 436.55	2,879,394.04 2,878,957.49
03/25/2022	4991	JR Clean Team LLC	Cleaning - March 22		2,445.00	2,876,512.49
03/25/2022	032522ACH1	DUKE ENERGY	5290 SOLTERRA BLVD 1/27-2/23		161.78	2,876,350.71
03/25/2022	032522ACH2	DUKE ENERGY	5456 MISTY OAK CIR PUMP 2/5-3/7		186.75	2,876,163.96
03/25/2022	032522ACH3	DUKE ENERGY	4000 OAKMONT BLVD 2/5-3/7		261.29	2,875,902.67
03/25/2022	032522ACH4	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 2/5-3/7		929.51	2,874,973.16
03/25/2022	032522ACH5	DUKE ENERGY	5200 OAKMONT BLVD 1/28-2/24		43,162.81	2,831,810.35
03/30/2022 03/31/2022	033022ACH 4993	Brighthouse Networks BUSINESS OBSERVER	Oaktree Dr 3/22-4/21 Legal Ad 3/25/22		329.76 109.38	2,831,480.59 2,831,371.21
03/31/2022	4994	I-Deal Refuse Savings, Inc.	Dump and Return compactor, Disposal, Fuel and Enviro		560.71	2,830,810.50
03/31/2022	4995	KE Law Group, PLLC	Legal Services		1,404.50	2,829,406.00
03/31/2022	4996	POLK COUNTY UTILITIES	Various Accounts		7,908.93	2,821,497.07
03/31/2022	4997	SPIES POOL, LLC	Labor for main pool and Lazy River		1,059.50	2,820,437.57
03/31/2022	4999	DUKE ENERGY	0 Oakmont blvd LITE @ Pine Tree 2/8-3/8		4,491.51	2,815,946.06
03/31/2022	5000	I-Deal Refuse Savings, Inc.		67.055.60	1,184.49	2,814,761.57
03/31/2022 04/01/2022	5001	Spectrum Business	5200 Solterra Blvd. 3/25-4/24	67,055.52	221,309.59 743.64	2,814,761.57 2,814,017.93
04/01/2022	5001	Spectrum Business I-Deal Refuse Savings, Inc.	SZOO CONGNA DIVU. S/ZJ=4/Z4		743.64 1,490.02	2,814,017.93 2,812,527.91
04/01/2022	5015	COMMUNITY WATCH SOLUTIONS, LLC	Main Gate Officer - May 2022		16,570.86	2,795,957.05
04/01/2022	5016	I-Deal Refuse Savings, Inc.	Compactor Rental		300.00	2,795,657.05
04/01/2022	5017	YELLOWSTONE LANDSCAPE	Monthly Maintenance April 2022		16,166.00	2,779,491.05
04/04/2022	5003	SPIES POOL, LLC	Labor for main pool and Lazy River		235.00	2,779,256.05
04/05/2022	5003	DUKE ENERGY			505.45	2,778,750.60
04/05/2022 04/06/2022	5004 5005	ENVERA SPIES POOL. LLC			5,021.74 3,452.35	2,773,728.86 2,770,276.51
04/06/2022	5005	YELLOWSTONE LANDSCAPE			783.07	2,769,493.44
04/07/2022	040722ACH1	IPFS Corporation	Insurance - Payment 6 of 11		2,739.75	2,766,753.69
04/08/2022	5007	DPFG M&C	CDD Mgmt - April 22		4,733.33	2,762,020.36
04/11/2022	5008	DUKE ENERGY	5200 OAKMONT BLVD 2/25-3/28		7,985.17	2,754,035.19
04/12/2022	5009	Spectrum Business	5200 Solterra Blvd 04/03 -05/02		267.96	2,753,767.23
04/12/2022	5010 5011	DUKE ENERGY	5300 Solterra Blvd Lift 2/24-3/25		170.51	2,753,596.72
04/12/2022 04/12/2022	5011 5012	ENVERA I-Deal Refuse Savings, Inc.	Alarm Monitoring Services		2,510.87 1,342.40	2,751,085.85 2,749,743.45
04/13/2022	5012	SPIES POOL, LLC			1,152.50	2,749,743.45
04/13/2022	5013	STANTEC CONSULTING SERVICES, INC.	2022 FY General Consulting-March		1,156.00	2,747,434.95
04/13/2022		•	Deposit	2,005.73	,	2,749,440.68
04/19/2022			Deposit	111,337.46		2,860,778.14
04/20/2022	042022ACH1	POLK COUNTY UTILITIES	Various Accounts		105.57	2,860,672.57
04/20/2022	042022ACH2 042022ACH3	POLK COUNTY UTILITIES	Various Accounts		160.92	2,860,511.65
04/20/2022 04/20/2022	042022ACH3 042022ACH4	POLK COUNTY UTILITIES POLK COUNTY UTILITIES	Various Accounts Various Accounts		14.03 483.03	2,860,497.62 2,860,014.59
04/20/2022	042022ACH4 042022ACH5	POLK COUNTY UTILITIES POLK COUNTY UTILITIES	Various Accounts		502.75	2,859,511.84
04/20/2022	4/20/22 -13	SOLTERRA RESORT CDD c/o US BANK	Due to Debt Service		142,023.43	2,717,488.41
04/20/2022	4/20/22 -14	SOLTERRA RESORT CDD c/o US BANK	Due to Debt Service 2014		78,967.60	2,638,520.81
04/20/2022	4/20/22-18	SOLTERRA RESORT CDD c/o US BANK	Due to Debt Service		288,639.99	2,349,880.82
04/22/2022	5018	DUKE ENERGY			5,977.68	2,343,903.14

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
04/25/2022	5021	POLK COUNTY WATER RESOURCE ENFORCEMENT	Water Violation (02/22)		500.00	2,343,403.
04/25/2022	5019	FLOCK SAFETY	8A800498-0001 Sparrow Real Time 03/10-22-03/09/23		2,750.00	2,340,653.
04/25/2022 04/25/2022	5022 5023	FLORIDA PUBLIC UTILITIES I-Deal Refuse Savings, Inc.			33,027.14 2,842.18	2,307,626.0 2,304,783.8
04/25/2022	5024	CLERK OF COURT			716.00	2,304,067.8
04/27/2022	5025	KE Law Group, PLLC	Legal Services for March		2,244.00	2,301,823.8
04/27/2022	5026	Spectrum Business	OakTree Dr. 04/22-5/21		114.97	2,301,708.8
04/27/2022	5027	DUKE ENERGY	000 Solterra Blvd Lite 3/17-4/18		789.02	2,300,919.8
04/27/2022	5028	GREENBERG TRAURIG	Special Assessment Bond Series 2018- Legal services throug	h 1/31/22	3,375.90	2,297,543.9
04/27/2022	5029	POLK COUNTY UTILITIES	Various Accounts		8,373.62	2,289,170.3
04/29/2022	5030	Spectrum Business	5200 Solterra Blvd. 4/25-5/24	110.010.10	743.39	2,288,426.9
04/30/2022	5024	CLEDY OF COURT	Falsa Alamas 4/00	113,343.19	639,677.84	2,288,426.9
05/03/2022 05/03/2022	5031 5032	CLERK OF COURT DPFG M&C	False Alarm - 4/26 CDD Mgmt -May22		408.00 4,733.33	2,288,018.9 2,283,285.9
05/03/2022	5032	DUKE ENERGY	ODD Wightt -way22		505.44	2,282,780.
05/04/2022	0000	BONE ENERGY	Funds Transfer	2,063.55	000.44	2,284,843.7
05/05/2022	5034	Florida Pest Control	Pest control service 4/12	_,000.00	855.00	2,283,988.7
05/05/2022	5035	SPIES POOL, LLC			3,166.70	2,280,822.0
05/05/2022	5036	DUKE ENERGY	5300 Solterra Blvd Lift 3/26-4/26		222.74	2,280,599.2
05/06/2022	5037	Power Pool Services, LLC			4,200.00	2,276,399.2
05/06/2022	5038	YELLOWSTONE LANDSCAPE	Irrigation Repairs Q3		3,028.86	2,273,370.4
05/06/2022	5039	SPIES POOL, LLC			7,367.00	2,266,003.4
05/11/2022	051122ACH1	IPFS Corporation	Insurance - Payment 7 of 11		2,739.75	2,263,263.
05/12/2022	5040	Spectrum Business	5200 Solterra Blvd. 5/3-6/2		277.96	2,262,985.
05/12/2022	5041	CLERK OF COURT			1,016.00	2,261,969.
05/12/2022	5042	DUKE ENERGY	00 Solterra Blvd 4/2-5/2		581.77	2,261,387.
05/12/2022	5043	ENVERA	Alarm Monitoring Services		2,510.87	2,258,877.
05/12/2022	5044 5045	I-Deal Refuse Savings, Inc.	Compactor Rental		823.25 804.84	2,258,053.
05/12/2022 05/12/2022	5045 5046	I-Deal Refuse Savings, Inc. STANTEC CONSULTING SERVICES, INC.	Compactor Rental legal svcs- April CDD meeting		804.84 352.00	2,257,248 2,256,896
05/12/2022	5046	FLORIDA DEPT OF HEALTH IN POLK COUNTY	10gai 3703- April ODD Meeting		352.00 420.00	2,256,476
05/13/2022	ACH051322	CRYSTAL SPRINGS	Filtration system rental		95.35	2,256,381
05/13/2022	5048	FLORIDA DEPT OF HEALTH IN POLK COUNTY	Pool Permit 53-60-1514804		280.00	2,256,101
05/16/2022	5049	CLERK OF COURT	False Alarm Citation - 5/6/22		508.00	2,255,593
05/16/2022	5050	COMMUNITY WATCH SOLUTIONS, LLC	Main Gate Officer - June2022		16,523.30	2,239,070
05/16/2022	5051	EXERCISE SYSTEMS, INC.			362.90	2,238,707
05/17/2022	5052	DUKE ENERGY			1,486.36	2,237,221
05/17/2022	5053	I-Deal Refuse Savings, Inc.			1,717.00	2,235,504
05/17/2022	01ACH051722	DUKE ENERGY	000 Oakmont Blvd Lite 3/12-4/12 & 4/13-5/11		2,137.09	2,233,366.
05/17/2022			Deposit	68,184.97		2,301,551
05/18/2022	5054	Duke Energy- Florida	7704 Oakmoss Loop Davenport FL		334.63	2,301,217
05/18/2022	5055	Egis Insurance & Risk Advisors	Policy #E381749 4/9/22-4/9/23 (Utility Bond - Renew Policy)		492.00	2,300,725
05/18/2022	5056	KE Law Group, PLLC	Legal Services for April		4,792.48	2,295,932
05/18/2022 05/19/2022	5057 5058	SPIES POOL, LLC SPIES POOL. LLC	Bulk Bleach main pool and Lazy River		1,114.00 1,218.40	2,294,818.
05/19/2022	5059	DUKE ENERGY	0 Oakmont blvd LITE @ Pine Tree 4/8-5/6		4,492.94	2,293,600. 2,289,107.
05/20/2022	5060	I-Deal Refuse Savings, Inc.	Compactor Rental		665.49	2,288,441
05/23/2022	5061	CANDICE SMITH	BOS MTG 3/24 & 4/28/22		400.00	2,288,041
05/23/2022	ACH1052322	POLK COUNTY UTILITIES	Various Accounts		109.27	2,287,932.
05/23/2022	ACH2052322	POLK COUNTY UTILITIES	Various Accounts		450.77	2,287,481.
05/23/2022	ACH4052322	POLK COUNTY UTILITIES	Various Accounts		450.77	2,287,031.
05/24/2022	02ACH052422	POLK COUNTY UTILITIES	Various Accounts		450.77	2,286,580.
05/25/2022	5062	CLERK OF COURT	False Alarm Citation - 5/12		508.00	2,286,072.
05/25/2022	5063	EXERCISE SYSTEMS, INC.	Knee rest, cable, chest rest and labor 5.23.22		744.50	2,285,327
05/25/2022	01ACH052522	POLK COUNTY UTILITIES	Various Accounts		55.27	2,285,272
05/25/2022			Deposit	22,521.00		2,307,793
05/27/2022	5064	POLK COUNTY UTILITIES	Various Accounts		9,738.45	2,298,055
05/27/2022	5065	Amenity Services LLC	Cleaning of Clubhouse		3,500.00	2,294,555
05/27/2022 05/27/2022	5066 5067	Heaven's Best Steadfast Environmental LLC	Carpet cleaning and upholstery cleaning		250.00 2,393.00	2,294,305
05/27/2022	01ACH052722	DUKE ENERGY	Routine Aquatic Maintenance - May 2022 5290 SOLTERRA BLVD -past due		2,393.00	2,291,912 2,291,812
05/27/2022	5068	BUSINESS OBSERVER	Legal Ad 5/27/22		45.94	2,291,766
05/27/2022	5069	SPIES POOL, LLC	-ogai / 14 0/21/22		2,332.90	2,289,433
05/27/2022	5070	POLK COUNTY UTILITIES	Various Accounts		269.97	2,289,163
5/31/2022	0010			92,769.52	92,032.87	2,289,163.
06/01/2022	5071	Spectrum Business	5200 Solterra Blvd. 5/22-6/21	·	109.98	2,289,053
06/01/2022	5072	CANDICE SMITH	BOS MTG 5/26/22		200.00	2,288,853
06/02/2022	5073	DUKE ENERGY			618.96	2,288,234
06/02/2022	5074	I-Deal Refuse Savings, Inc.			1,206.72	2,287,027
06/02/2022	5075	SPIES POOL, LLC			1,682.65	2,285,345
06/02/2022	5076	Steadfast Environmental LLC	Routine Aquatic Maintenance - June 2022		2,393.00	2,282,952
06/02/2022	ACH060222	DUKE ENERGY	000 Solterra Blvd Lite 4/19-5/16		789.13	2,282,163
06/02/2022	5077	Power Pool Services, LLC	Service call 5/28- back wash and shock pool and lazy river		160.00	2,282,003
06/03/2022	5078 5079	Spectrum Business DUKE ENERGY	5200 Solterra Blvd. 5/25-6/24 5300 Solterra Blvd Lift 4/27-5/24		743.39 136.49	2,281,259
06/03/2022 06/06/2022	5080	DPFG M&C	CDD Mgmt -June 22		4,733.33	2,281,123 2,276,389
06/07/2022	060722ACH01	IPFS Corporation	Insurance - Payment 8 of 11		2,739.75	2,273,650
06/09/2022	5081	DPFG M&C	Duke Energy Electric Payment		138.53	2,273,511
06/10/2022	5082	POLK COUNTY WATER RESOURCE ENFORCEMENT	administrative costs for the hearing		69.60	2,273,442
06/14/2022	5083	CANDICE SMITH	BOS MTG 5/26/22 Continuation on 06/09/22		200.00	2,273,242
06/14/2022			Deposit	31,824.08		2,305,066
06/15/2022	5084	CRYSTAL SPRINGS	Filtration system rental	,	28.45	2,305,037
06/15/2022	5085	POLK COUNTY WATER RESOURCE ENFORCEMENT	Water Violation (06/06/22)		500.00	2,304,537
06/15/2022	5086	SPIES POOL, LLC			1,427.50	2,303,110
06/15/2022	5087	Stanley Steemer	Fitness Room Carpet cleaning		328.00	2,302,782
06/15/2022	5088	YELLOWSTONE LANDSCAPE	Irrigation Repairs Q1 2022		4,884.22	2,297,897
06/17/2022	5089	Steadfast Environmental LLC	Routine Aquatic Maintenance - July 2022		2,393.00	2,295,50
06/17/2022	5090	DUKE ENERGY	0 Oakmont blvd LITE @ Pine Tree 5/7-6/7		4,492.94	2,291,012
06/17/2022	5091	I-Deal Refuse Savings, Inc.			1,346.93	2,289,665
06/17/2022	100000	Envera Systems			2,510.87	2,287,154
06/20/2022	5092	DUKE ENERGY			1,486.37	2,285,667
06:5	5093	KE Law Group, PLLC	Legal Services for May		4,686.55	2,280,981
06/22/2022	F00.4				0.040.75	2 270 224
06/22/2022 06/22/2022 06/22/2022	5094 5095	SPIES POOL, LLC YELLOWSTONE LANDSCAPE	Clubhouse parking lot fill in- Plant installation		2,646.75 1,971.41	2,278,334. 2,276,363.

			F 1 2022			
DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
06/27/2022	062722ACH	DUKE ENERGY	00 Solterra Blvd 5/3-6/2		1,039.91	2,275,323.2
06/27/2022	5096	I-Deal Refuse Savings, Inc.	Compactor Rental		493.77	2,274,829.
06/27/2022	5097	STANTEC CONSULTING SERVICES, INC.	District Engineer- general consulting		208.00	2,274,621.
06/27/2022	5098	YELLOWSTONE LANDSCAPE	T000 0 1/4		32,332.00	2,242,289.
06/27/2022	062722EFT2	Spectrum Business	5200 Solterra Blvd. 06/3-07/02		277.96	2,242,011.
06/28/2022	5100	I-Deal Refuse Savings, Inc.			1,569.66	2,240,441
06/28/2022	5101	SPIES POOL, LLC			3,170.00	2,237,271.
06/29/2022	ACH062922	DUKE ENERGY	5456 MISTY OAK CIR PUMP 05/06-06/06/22		91.53	2,237,180.
06/29/2022	ACH1062922	DUKE ENERGY	4000 OAKMONT BLVD 5/6-6/6/22		144.11	2,237,036
06/29/2022	6/29/22	Spectrum Business	Oaktree Dr 6/22-7/21.		109.98	2,236,926
06/30/2022	5102	ACTION SECURITY, INC.			1,925.00	2,235,001
06/30/2022	5104	SPIES POOL, LLC			2,143.75	2,232,857
06/30/2022	5105	POLK COUNTY UTILITIES	Various Accounts		11,750.19	2,221,107
06/30/2022	5106	Spectrum Business	Oaktree Dr 6/22-7/21.		109.98	2,220,997
06/30/2022	5107	DUKE ENERGY	000 Solterra Blvd Lite 5/17-6/15		789.13	2,220,208
06/30/2022	5108	Evergreen Lifestyles Mgmt			78,556.71	2,141,651
06/30/2022	5109	I-Deal Refuse Savings, Inc.			1,208.74	2,140,442
06/30/2022				31,824.08	180,544.94	2,140,442.
07/01/2022	5110	Power Pool Services, LLC	Pool Maintenance - July		2,100.00	2,138,342
07/01/2022	5111	Pro-Tech Air Conditioning & Plumbing Svc.			886.92	2,137,455
07/01/2022			Deposit	64,457.23		2,201,913
07/05/2022	5112	CRYSTAL SPRINGS	Filtration system rental		28.45	2,201,884
07/06/2022	5113	Spectrum Business	5200 Solterra Blvd. 6/25-7/24		743.39	2,201,141
07/06/2022	5114	DUKE ENERGY	000 Oakmont Blvd Lite 5/26-6/27		876.73	2,200,264
07/06/2022	5115	I-Deal Refuse Savings, Inc.	Compactor Rental		579.43	2,199,685
07/07/2022	5116	DUKE ENERGY			8,734.93	2,190,950
07/07/2022	5117	COMMUNITY WATCH SOLUTIONS, LLC	Main Gate Officer - July 2022		18,055.31	2,172,894
07/07/2022	01ACH070722	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 5/6-6/6		73.82	2,172,820
07/08/2022	ACH9070822	IPFS Corporation	Insurance - Payment 9 of 11		2,739.75	2,170,081
07/11/2022	01ACH071122	DUKE ENERGY	000 Oakmont Blvd Lite 5/12-7/10		1,068.74	2,169,012
07/13/2022	5118	I-Deal Refuse Savings, Inc.			1,252.72	2,167,759
07/13/2022	5119	I-Deal Refuse Savings, Inc.	Compactor Rental		579.35	2,167,180
07/14/2022			Deposit	1,275.00		2,168,455
07/14/2022	5120	Spectrum Business	5200 Solterra Blvd. 07/03-08/02		277.96	2,168,177
07/14/2022	5121	ENVERA	Alarm Monitoring Services		2,510.87	2,165,666
07/15/2022	5122	SPIES POOL, LLC			2,301.95	2,163,364
07/15/2022	5123	YELLOWSTONE LANDSCAPE	Monthly Maintenance July 2022		16,166.00	2,147,198
07/15/2022			Deposit	4,500.00		2,151,698
07/15/2022	100002	DUKE ENERGY	'	,	1,031.41	2,150,667
07/18/2022	7/18/22	BankUnited	Box of Checks ordered with Brenda		198.67	2,150,468
07/20/2022	5124	DPFG M&C	CDD Mgmt -July 22		4,733.33	2,145,735
07/20/2022	100003	Power Pool Services, LLC	022g 03., <u>-</u>		4,270.00	2,141,465
07/20/2022	100003	Pro-Tech Air Conditioning & Plumbing Svc.			886.92	2,140,578
07/20/2022	100004	YELLOWSTONE LANDSCAPE			16,166.00	2,124,412
07/20/2022	7/20/22	FLORIDA DEPT OF REVENUE	Florida Tax Payment		1,443.34	2,124,412
07/25/2022	100006	DUKE ENERGY	Tionua Tax Layinent		5,979.32	2,116,989
07/25/2022	100007	I-Deal Refuse Savings, Inc.			300.00	2,116,689
07/25/2022	100007	SPIES POOL, LLC			2,077.00	2,114,612
07/27/2022	100009	BUSINESS OBSERVER			102.81	2,114,50
07/27/2022	100010	COMMUNITY WATCH SOLUTIONS, LLC			16,564.02	2,097,94
07/27/2022	100011	DUKE ENERGY			235.77	2,097,71
07/27/2022	100012	I-Deal Refuse Savings, Inc.			1,131.13	2,096,57
07/27/2022	100013	KE Law Group, PLLC			3,449.31	2,093,12
07/27/2022	100014	SPIES POOL, LLC			651.95	2,092,47
07/27/2022	100015	YELLOWSTONE LANDSCAPE		= 0.00.00	1,948.55	2,090,529
07/31/2022				70,232.23	120,145.85	2,090,529
08/01/2022			Deposit	886.92		2,091,416





Proposal for Repair

Client/Community	Solterra Resort	Proposal Date:	8/25/2022

Qty.	Equipment to Be Repaired/Replaced	Unit Cost	Extended Cost
-	Miscellaneous parts (includes concrete and additional bolts)	50.00	\$50.00
6	Hourly Service Charge	85.00	\$510.00
1	Trip Charge	42.00	\$42.00

(Plus any applicable taxes)

Total Charges \$602.00

Scope of Work:

Repair damaged post and continue troubleshooting Reader.

HIDDEN EYES, L	HIDDEN EYES, LLC d/b/a Envera Systems:				
Signature					
Print Name	Daphnee Eyma				
Title / Position	Service Coordinator				
Date	8/25/2022				

CLIENT:	
Signature Signature	
Print Name	
Title / Position	
Date	



Solterra Resort 5200 Solterra Blvd. Davenport, FL 33837 863-547-9839

Exercise Systems, Inc.

6881 Kingspointe Pkwy, Ste. 10 Orlando, FL 32819 (SHOWROOM) Phone: 407-996-8890/877-370-0220

> Sales Rep: John Young Quote Number: 049023 Date: 10/4/2022

Date: 10/4/2022 Quote Expires in 90 days

Repair Proposal

Part#		Description	Price	Qty	Extend
S0R000195AC	Techno Gyn	TECHNO GYM DUAL COLUMN MB430NO cable assembly	\$329.00	2	\$658.00
	Techno Gym	TECHNO GYM BIKES- UPRIGHT & RECUMBENT Pedal kit	\$109.00		\$218.00
SH	SERVICE TC SL	SHIPPING & HANDLING Trip Charge (no charge, return visit) Labor	\$32.00 \$75.00 \$75.00	0	\$32.00 \$0.00 \$187.50

Please fax signed proposal to 407-292-1438

Signed: Digitally signed by Larry Krause
Date: 2022.10.04 14:01:36 -04'00'

REMIT PAYMENTS TO:
3818 SHADOWIND WAY GOTHA FL 34734
for billing questions, call Pam Young at 407.325.2523

Sub-Total Tax	\$1,095.50
Total	\$1,095.50

It's service that really counts... before, during and after the sale!



Proposal for Repair

Client/Community	Solterra	Proposal Date:	10/5/2022
		•	

Qty.	Equipment to Be Repaired/Replaced	Unit Cost	Extended Cost
1		936.00	\$ 936.00
1		884.00	\$ 884.00
1		95.00	\$ 95.00
2	Hourly Labor	85.00	\$ 170.00
1	Trip	42.00	\$ 42.00

Total Charges \$ 2127.00

(Plus any applicable taxes)

Scope of Work:

Main Gate - Replace the exit overall and resident tag cameras

HIDDEN EYES, LLC d/b/a Envera Systems:			
Signature			
Print Name	Tiffany Knighton		
Title / Position	Service Coordinator		
Date	10/5/2022		

CLIENT:			
Signature			
Print Name			
Title / Position			
Date			

Larry Krause Digitally signed by Larry Krause Date: 2022.10.10 09:26:40 -04'00'



PROPOSAL 327403

SOLTERRA RESORT CDD



Submitted to

CONTACT KYLA SEMINO

ADDRESS C/O DPFG MANAGEMENT & CONSULTING

250 INTERNATIONAL PARKWAY SUITE 208

LAKE MARY FL 32746

PHONE FAX

EMAIL KSemino@Evergreen-LM.com

ESTIMATE # 001-22-327403

DATE 10/7/2022
WRITTEN BY LISA JIMENEZ

REFERENCE

Project Detail - Page 1

LOCATION SOLTERRA DISTANCE 50 COORDINATES

PROJECT NAME STORM DAMAGE - STREET SIGN REPAIR/REVIEW

Items PRICE EACH QTY TOTAL

STREET SIGNAGE, CUSTOM \$99.95 4 \$399.80

LABOR / INSTALLATION, INSTALL, ORLANDO, LOCAL 45+
ESTIMATED INSTALLATION - ACTUAL TBD

\$1,795.00
1 \$1,795.00

PRE-TAX TOTAL \$2,194.80 EST TAX (.07) \$0.00

TOTAL \$2,194.80

Terms & Conditions

- All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. In this scenario, the project will be requoted for customer approval.

- Pricing in this proposal is subject to acceptance within 14 days and is void thereafter.
- Depending upon the agreed credit terms, a deposit may be required before work is to commence.
- If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project upon completion.
- Any labor and installation pricing is approximate and subject to change based upon actual time incurred.
- Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Client agrees to pay progress bill invoice upon receipt. Product will be warehoused until the client is ready for installation, at which time installation labor will be invoiced upon completion. Product that is warehoused for over 6 months will be assessed a \$100/month/pallet storage fee beginning on the 7th month.
- Sales tax is estimated and subject to change based upon the actual rate at time of invoicing.
- Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary.
- Customer is responsible for variations from customer supplied architectural drawings & hardscapes.
- Signature on this proposal constitutes approval from the client on supplied artwork/graphics
- Any credit balance(s) resulting from overpayment that remains on a credit account over 30 days will be applied to the oldest invoice(s) or to upcoming active order(s) and reflected on the following month's statement.
- Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

 RON SILVEIRA
 10/12/2022

 ONSIGHT INDUSTRIES, LLC.
 NAME
 DATE

Proposal Acceptance

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.



Larry Krause

Digitally signed by Larry Krause Date: 2022.10.13 12:38:42 -04'00'

SIGNATURE NAME DATE

900 CENTRAL PARK DR., SANFORD, FL 32771-6634 P: 407.830.8861 • F: 407.830.5569