



**SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT**

Advanced Meeting Package

Regular Meeting

Date/Time:

Thursday

January 26, 2023

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 **DRAFTS** prior to presentation and Board acceptance, approval or adoption.*

Solterra Resort Community Development District

c/o DPGF 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, January 26, 2023 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, January 26, 2023

Time: 9:30 a.m.

Location: Solterra Resort Amenity Center
5200 Solterra Boulevard
Davenport, Florida 33837

Dial-in Number: 1-904-348-0776
Phone Conference ID: 862 156 243#
(Mute/Unmute: *6)

Agenda

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

I. Roll Call:

Yes Phone No
S1: Karan Wienker
(Chair)

Yes Phone No
S2: Sharon Harley

Yes Phone No
S3: Connie Osner

Yes Phone No
S4: Anthony Crawford

Yes Phone No
S5: Ariane Casanova
(Vice Chair)

II. Audience Comments – Agenda Items

(Limited to 3 minutes per individual for agenda items)

III. Business Items

- A. Update on Entrance Queuing Lane Project Exhibit 1
1. Ratification of Project Engineer Agreement Exhibit 2 - Under Separate Cover
- B. **Vendor Reports**
1. Aquatic Maintenance – *Steadfast Environmental* Exhibit 3
2. Landscape Maintenance – *Dana Bryant, Yellowstone Landscape*
- a. Consideration of Roundabout Refurbishment Proposal - \$12,958.14 Exhibit 4
3. Amenity Manager – *Kyla Semino, Evergreen Lifestyles Management*
- a. Ratification of Mailchimp Account Upgrade - \$288/yr
- b. Consideration of Proposals
- i. Security – Remote Monitoring Services Exhibit 5 - Under Separate Cover
- A) Tekwave Solutions - \$21,521.00
Setup/Installation Plus \$11,800.00/yr – *Previously Presented*
- ii. Printer/Copier Replacement Exhibit 6
- A) Bizhub C300i - 5 year lease - \$337.78/month
- B) Bizhub C450i refurbished - 5 year lease - \$542.00/month – previously presented
- C) Xerox AltaLink C8145 – 5 year lease - \$354.00/month



III. Business Items (Continued)**B. Vendor Reports (Continued)**

3. Amenity Manager (Continued)

b. Consideration of Proposals (Continued)

iii. Pest Control Services Exhibit 7A) Action Environmental Services - \$17,229.60/yr
- Previously PresentedB) Massey Commercial Services - \$16,000.00/yr
Plus \$5,015.00 Equipment Purchase - Previously Presentediv. Amenity Cleaning Services Exhibit 8A) Amenity Services - \$51,600.00/yr - Previously Presentedv. Pool Furniture Exhibit 9A) Sunbrite Outdoor Furniture Frame Refurbishment - \$7,675.00- Previously PresentedB) Sunbrite Outdoor Furniture Restrap - \$13,845.00 - Previously PresentedC) Admiral Furniture - \$44,541.52 - Previously Presentedvi. Amenity Center Furniture Exhibit 10A) Haverty's Furniture - NTE: \$14,769.99 - Previously Presentedvii. Pool Maintenance Exhibit 11A) Sandri Pool Tech - \$78,000.00 - Previously PresentedB) Water Works Aquatic Services - \$78,000.00 - Previously Presentedviii. Pro-Tech Ductless Air Handler Wheel Cleaning - \$718.08 Exhibit 12

c. Discussion on Bollard Posts at Front Gate

d. Discussion on Handyman

e. Update on Front Entrance Signage

C. Discussion on Holiday Lighting

D. Review of Current Security Guard Agreement and Discussion on Authorization for Staff to Proceed with RFP Publication

Exhibit 13 - Under Separate Cover

III. Business Items (Continued)

- E. Review of Access and Parking Policies and Agreements Exhibit 14
 - 1. Access Policy
 - 2. Parking Policy Approved 8/27/2020
 - 3. HOA License Agreement For Parking Enforcement 2019
 - 4. HOA License Agreement For Parking Enforcement Amendment 1 -
Subject to HOA Approval
 - 5. Towing Agreement

IV. Staff Reports

- A. District Counsel – *Meredith Hammock, KE Law Group*
 - 1. Discussion on Gatehouse Relocation
 - 2. Discussion on Policy for Proper Use of Surplus Property
- B. District Engineer – *Tonja Stewart, Stantec*
- C. District Manager – *Larry Krause, DPFG*
 - 1. Field Operations Report Exhibit 15

V. Consent Agenda

- A. Consideration For Approval – The Minutes of the Board of Supervisors Regular Meeting Held December 22, 2022 Exhibit 16
- B. Consideration For Acceptance – The December 2022 Unaudited Financial Report Exhibit 17

VI. Audience Comments – New Business

(Limited to 3 minutes per individual for non-agenda items)

VII. Supervisor Requests

(Includes Next Meeting Agenda Item Requests)

VIII. Action Items Summary

(To Be E-mailed to Supervisors and Staff)

IX. Next Meeting Quorum Check

9:30 a.m. on February 23, 2023 at the Solterra Resort Amenity Center (5200 Solterra Blvd., Davenport, FL 33837)

<input type="checkbox"/> Yes <input type="checkbox"/> Phone <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Phone <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Phone <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Phone <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Phone <input type="checkbox"/> No
S1: Karan Wienker	S2: Sharon Harley	S3: Connie Osner	S4: Anthony Crawford	S5: Ariane Casanova

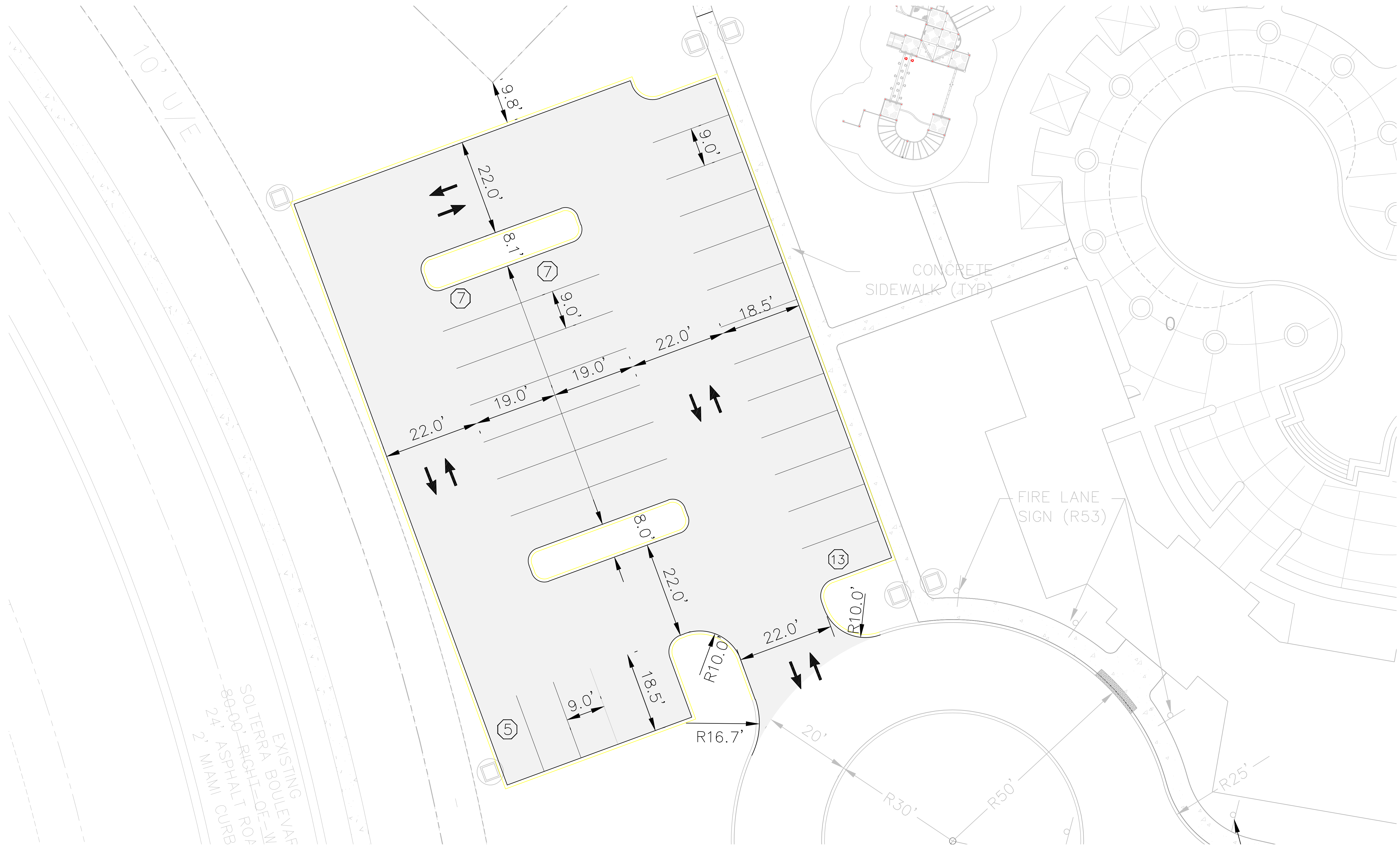
X. Adjournment



EXHIBIT 1



K:\ORL\Civil\Proposals and Marketing\Marketing\Tyler_Suddeth\Solterra\Concept_plans\SP1_2022.01.11.dwg



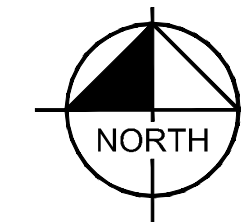
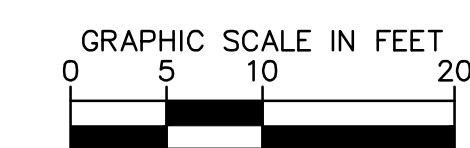
SOLTERRA RESORT

CONCEPTUAL SKETCH

SP-01

POLK COUNTY, FLORIDA

01/11/2022 - CONTACT TYLER SUDDETH, P.E. (407) 427-1678



Kimley»Horn

K:\ORL_Civil\Proposals and Marketing\Marketing\Tyler_Suddeth\Water\Solterra\Concept_plans\SP2_2022.01.20.dwg



EXHIBIT 2
To Be Distributed



EXHIBIT 3





Solterra Resort CDD Aquatics

Inspection Date:

1/16/2023 3:15 PM

Prepared by:

Lee Smith

Account Manager

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



Inspection Report

SITE: 1

Condition: Excellent Great ✓Good Poor Mixed Condition ✓Improving



Comments:

Significant amount of surface and subsurface algae present in this pond. Gulf Coast Spikerush, Cattails, and Torpedo Grass are found in this pond as well in significant amounts. Technician will target this pond and spend extra time on it to get under control.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input checked="" type="checkbox"/> Moderate <input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears <input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input checked="" type="checkbox"/> Other: Cattails

SITE: 2

Condition: Excellent Great ✓Good Poor Mixed Condition ✓Improving



Comments:

Surface and subsurface algae present in this pond. Significant amount of vegetation and grasses in pond. Most of these grasses are Pickerelweed. Also contains Cattails and Torpedo Grass. Buffer around vegetation continues to be maintained and free of nuisance species. Technician will continue to monitor and treat.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input checked="" type="checkbox"/> Moderate <input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears <input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input checked="" type="checkbox"/> Other: Cattails



Inspection Report

SITE: 3

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. Beneficial Gulf Coast Spikerush present throughout. Surface and subsurface algae present has been treated by technician and will be monitored. Other grasses present such as Torpedo Grass will continue to be treated during future maintenance events.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	Slender Spikerush	Other:	

SITE: 4

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

One half of pond is dominated by grasses including Pickerelweed, Torpedo Grass, and beneficial Gulf Coast Spikerush. Babytears are also present in minor amounts. Technicians are maintaining a buffer around this area that is free of nuisance species. The other half of the pond is in excellent condition and only has minor amounts of subsurface algae present. Technicians will continue to monitor and treat this site.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	<input checked="" type="checkbox"/> Babytears	Chara
Hydrilla	Slender Spikerush	Other:	



Inspection Report

SITE: 5

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Significant amount of Duckweed present around the perimeter of this pond. Minor amounts of subsurface algae present throughout the pond as well. Technician will continue to target these species during future maintenance events.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate <input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears <input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input checked="" type="checkbox"/> Other: Cattails

SITE: 6

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Beneficial Gulf Coast Spikerush present around perimeter of pond. Minor amounts of Torpedo Grass present as well. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	N/A	<input type="checkbox"/> Subsurface Filamentous	<input type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate <input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears <input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:



Inspection Report

SITE: 7

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Significant amount of beneficial plants in this pond, but also a significant amount of nuisance species as well. The main nuisance species is Torpedo Grass which is found all throughout the pond. Technician will continue to treat this pond in order to make it more aesthetically pleasing.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara	
Hydrilla	Slender Spikerush	Other:		

SITE: 8

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Significant amount of Torpedo Grass present around perimeter of pond. This is the main problem at this site. Technician will continue to work on controlling this grass.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara	
Hydrilla	Slender Spikerush	Other:		



Inspection Report

SITE: 9

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level on pond is a little bit low. Pond is in excellent condition besides for some minor amounts of surface and subsurface algae. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input type="checkbox"/> Moderate
			<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Chara
		<input type="checkbox"/> Other:	

SITE: 10

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Pond is in great condition besides for the moderate amount of surface algae that is present. Technician will target this algae during next visit.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input type="checkbox"/> Moderate
			<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Chara
		<input type="checkbox"/> Other:	



MANAGEMENT SUMMARY



With the arrival of January, winter intensifies. Mornings and night temperatures have decreased (40-50), with the occasional higher daytime temperature. The growth rate for both algae and nuisance plants are slowing as a result, giving technicians the ability to make headway in more overgrown areas. Rainfall events have been few and far between, and with only the occasional isolated event; the water levels of most ponds have decreased as winter progresses. Decreased rainfall provides assistance in the growth of algae, as well as decreased nighttime temperatures extending the time it takes for treated algae to decay (beyond the usual 7-10 day period). Additionally, most types of vegetation that enter a dormant period will do so during winter's shortened light-cycles. It may look as though many types of vegetation are "dead" or "dying" but are simply awaiting the return of spring, where these species will return to life.

On this visit, nearly all ponds noted were in good condition. Nuisance grasses are still present in significant amounts and will continue to be treated and monitored. Some forms of vegetation that are present in the ponds are going dormant due to the decreasing temperatures. Shoreline grasses were noted and will be taken care of. Algae was still present but is slowly disappearing as technicians continue to routinely treat. Any surface growth had been previously treated and was already beginning to decay. Several ponds contain large areas of vegetation within them. These areas are being contained and technicians are focusing on keeping a vegetation free buffer around them.

RECOMMENDATIONS

Continue to treat ponds for algae, administer follow-ups to ponds experiencing extended decay times.

Administer treatments to any nuisance grasses growing along shorelines and within water.

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

Thank you for choosing Steadfast Environmental!



MAINTENANCE AREA



EXHIBIT 4





Proposal #275858

Date: 01/17/2023

From: Dana Bryant

Proposal For

Solterra CDD

c/o DPGF
250 International Pkwy
Suite 280
Lake Mary, FL 32746

main:
mobile:

Location

5200 Solterra Blvd
Davenport, FL 33837

Property Name: Solterra CDD

Round-A-Bout Rehab

Terms: Net 30

ITEM DESCRIPTION	Quantity
General Labor	80.00
Loropetalum, 3 GAL	140.00
Texas Sage, 3 GAL	70.00
Sod	1500.00
Mulch	300.00
Bismarke Palm	1.00
Equipment Rental (UPDATE COST)	1.00

Client Notes

- Remove all existing Plant Material from the Round-a-bout
- Regrade the Round-a-bout into a more conical grade
- Install a Bismarke Palm in the Center of the Island, min 18-20' OA
- Install a 9' Ring of Plum Purple Loropetalum, 3gal
- Install a 9' Ring of Texas Sage 3gal
- Install an 8' ring of St Augustine Sod
- Make all the necessary irrigation changes / repairs
- Dress with Premium CoCo Brown Mulch

	SUBTOTAL	\$12,958.14
Signature	SALES TAX	\$0.00
x	TOTAL	\$12,958.14

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 charged 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.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Dana Bryant
danabryant@yellowstonelandscape.com

EXHIBIT 5
Security Information
Distributed Under
Separate Cover



EXHIBIT 6



Quotation

Prepared Exclusively for:
Solterra Resort Cdd
 Kyla Semino
 Ste 340
 270 W Plant St
 Winter Garden, FL 34787-2994

Prepared by:
Jacob Lane
 INSIDE SALES REPRESENTATIVE
 Office: **(813) 287-1102**
jlane@kmb.konicaminolta.us

Offer Expires: 12/29/2022

Product: Device & Software

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

Delivery Contact:

Qty	Product Description	Product Configuration
1	Bizhub C300i	Bizhub C300i Color A3 Mfp/30 Ppm, Tn-328y Yellow Toner, Tn-328m Magenta Toner, Tn-328c Cyan Toner, Tn-328k Black Toner, Mfp Delivery Charge - Level One, Basic Network Service - Bns04, Df-714 Dual Scan Auto Document Fder, Dk-516 Copy Desk, Fs-533 Inner Finisher, Pk-519 Punch Kit For Fs-533, Recycled Power Filter 120v/15a, Bizhub Secure



Maintenance Services

Maintenance Plan: Base Plus

Term: 60 Months

Entitlements: Toner, Digital Connected Support, Parts/Labor

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

Values shown per device

Device	Qty	Bill Plan Type	Pages Included	Overage Charge	Overage Frequency
Bizhub C300i	1	Mono	2,000	\$ 0.01155	Monthly
	1	Color	1,000	\$ 0.07468	Monthly
	1	Digital Connected Support			

Existing Financial Considerations

Special Incentive - Reimbursed to Customer

Incentive Amount	Explanation
\$300.00	Rebate

Quotation Summary & Acceptance

Transaction Type : **Lease - Fair Market Value Purchase Option**

Term: **60 Months**

Projected Monthly Obligation(s):

Amount

Device/Software/Maintenance Services:

\$337.78

Total(Excluding applicable taxes)

\$337.78

Please contact Jacob Lane, (813) 287-1102, to accept this quotation and have an Order/Lease Agreement delivered for signature.

DESCRIPTIONS

ENHANCED FEATURES

LK-102v3 PDF enhancements	PDF/A (1b); PDF encryption; digital signature
LK-105v4 OCR text recognition	Searchable PDF and PPTX
LK-106 Barcode fonts	Supports native barcode printing
LK-107 Unicode fonts	Supports native Unicode printing
LK-108 OCR A and B fonts	Supports native OCR A and B font printing
LK-110v2 Document converter pack	Generates various file formats incl. DOCX; XLSX and PDF/A
LK-111 ThinPrint® Client	Print data compression for reduced network impact
LK-114 Serverless pull printing	Secure and Follow Me printing solution requiring no server application
LK-115v2 TPM activation	Trusted Platform Module for protection of data encryption and decryption
LK-116 Antivirus	Bitdefender® Antivirus provides real time scanning of all in-/outcoming data

CONNECTIVITY

FK-514 Fax board	Super G3 fax, digital fax functionality
UK-221 Wireless LAN	Wireless LAN and wireless LAN Access Point Mode
EK-608 USB I/F kit	USB keyboard connection
EK-609 USB I/F kit	USB keyboard connection; Bluetooth
IC-420 Fiery controller	Professional colour print controller
VI-516 Interface kit for IC-420	Fiery controller interface card
UK-115 Interface board for IC-420	Fiery controller interface board
AU-102 Biometric authentication	Finger vein scanner
ID card reader	Various ID card technologies
MK-735 Mount kit	Installation kit for ID card reader

OTHERS

DF-632 Document feeder	Reversing automatic document feeder, capacity 100 originals
DF-714 Document feeder	Dualscan automatic document feeder, capacity 100 originals
OC-511 Original cover	Cover instead of ADF
WT-506 Working table	Authentication device placement
KP-102 10-Key pad	For use instead of touchscreen
SC-509 Security kit	Copy guard function (2 kits required for Dualscan ADF)
KH-102 Keyboard holder	To place USB keyboard
CU-102 Air cleaning unit	Improving indoor air quality by reduced emissions

MEDIA INPUT

PC-116 1x Universal tray	500 sheets, A5-A3, 52-256 g/m ²
PC-216 2x Universal tray	2x 500 sheets, A5-A3, 52-256 g/m ²
PC-416 Large capacity tray	2,500 sheets, A4, 52-256 g/m ²
LC-302 Large capacity tray	3,000 sheets, A4, 52-256 g/m ²
BT-C1e Banner tray	Multipage banner feeding
DK-516x Copier desk	Provides storage space for print media and other materials

MEDIA OUTPUT

FS-533 Inner finisher	50-sheet stapling, 500 sheets max. output
PK-519 Punch kit for FS-533	2/4 hole punching, autoswitching
FS-536 Staple finisher	50-sheet stapling, 3,300 sheets max. output
FS-536SD Booklet finisher	50-sheets staple finisher; 20-sheets booklet finisher; 2,300 sheets max. output
PK-520 Punch kit for FS-536(SD)	2/4 hole punching; autoswitching
RU-513 Relay unit	For FS-536(SD)/FS-537(SD) installation, (Max. 100 sheets output capacity)
JS-506 Job separator	Separation of fax output; etc.

TECHNICAL SPECIFICATIONS

SYSTEM SPECIFICATIONS

Panel size/resolution	10.1" / 1024 x 600
System memory (standard/max)	8,192 MB
System hard disk	256 GB (standard)
Interface	10/100/1,000-Base-T Ethernet; USB 2.0; Wi-Fi 802.11 b/g/n (optional)
Network protocols	TCP/IP (IPv4/IPv6); SMB; LPD; IPP; SNMP; HTTP(S); AppleTalk; Bonjour
Automatic document feeder (optional)	Up to 100 originals; A6-A3; 35-163 g/m ² ; RADF or Dualscan ADF available
Paper input capacity (standard/max)	1,150 sheets / 6,650 sheets
Paper tray input (standard)	1x 500 sheets; A6-A3; custom sizes; 52-256 g/m ² 1x 500 sheets; A5-SRA3; custom sizes; 52-256 g/m ²
Paper tray input (optional)	2x 500 sheets; A5-A3; 52-256 g/m ² 1x 2,500 sheets; A4; custom sizes; 52-256 g/m ²
Large capacity tray (optional)	1x 3,000 sheets; A4; custom sizes; 52-256 g/m ²
Manual bypass	150 sheets; A6-SRA3; Custom sizes; Banner; 60-300 g/m ²
Automatic duplexing	A5-SRA3; 52-256 g/m ²
Finishing modes (optional)	Offset; Group; Sort; Staple; Punch; Half-fold; Letter-fold; Booklet
Output capacity (standard)	Max. 250 sheets
Output Capacity (optional)	Max. 3,300 sheets
Stapling	Max. 50 sheets or 48 sheets + 2 cover sheets (up to 209 g/m ²)
Letter fold	Max. 3 sheets
Letter fold capacity	Max. 30 sheets; unlimited (without tray)
Booklet	Max. 20 sheets or 19 sheets + 1 cover sheet (up to 209 g/m ²)
Booklet output capacity	Max. 100 booklets; unlimited (without tray)
Copy/print volume (monthly)	Rec. 25,000 pages; Max. ¹ 150,000 pages
Toner lifetime	Black up to 28,000 pages CMY up to 28,000 pages

Imaging unit lifetime	Black up to 225,000/1,000,000 pages (drum/developer) CMY up to 90,000/1,000,000 pages (drum/developer)
Power consumption	220-240 V / 50/60 Hz; Less than 1.58 kW
System dimension (W x D x H)	615 x 688 x 779 mm (without options)
System weight	Approx. 84.0 kg (without options)

PRINTER SPECIFICATIONS

Print resolution	1,800 (equivalent) x 600 dpi; 1200 x 1200 dpi
Print Speed A4 (mono/colour)	Up to 30/30 ppm
Page description language	PCL 6 (XL3.0); PCL 5c; PostScript 3 (CPSI 3016); XPS
Operating System	Windows 7 (32/64); Windows 8/8.1 (32/64); Windows 10 (32/64); Windows Server 2008 (32/64); Windows Server 2008 R2; Windows Server 2012; Windows Server 2012 R2; Windows Server 2016; Windows Server 2019; Macintosh OS X 10.10 or later; Unix; Linux; Citrix
Printer fonts	80 PCL Latin; 137 PostScript 3 Emulation Latin
Mobile printing	AirPrint (iOS); Mopria (Android); Konica Minolta Mobile Print (iOS/Android/Windows 10 Mobile); Mobile Authentication and Pairing (iOS/Android) Optional: Google Cloud Print; WiFi Direct

PRINTER SPECIFICATIONS (OPTIONAL)

Print controller	Embedded Fiery IC-420
Controller CPU	AMD GX-424CC @ 2.4 GHz
Memory/HDD	2,048 MB / 500 GB
Page description language	Adobe PostScript 3 (CPSI 3020); PCL 6; PCL 5c



SCANNER SPECIFICATIONS

Scan speed (mono/colour)	Up to 100/100 ipm in simplex Up to 200/200 ipm in duplex
Scan modes	Scan-to-eMail (Scan-to-Me); Scan-to-SMB (Scan-to-Home); Scan-to-FTP; Scan-to-Box; Scan-to-USB; Scan-to-WebDAV; Scan-to-URL; TWAIN scan
File formats	JPEG; TIFF; PDF; Compact PDF; Encrypted PDF; XPS; Compact XPS; PPTX Optional: Searchable PDF; PDF/A 1a and 1b; Searchable DOCX/PPTX/XLSX
Scan destinations	2,100 (single + group); LDAP support

COPIER SPECIFICATIONS

Imaging technology	Laser
Toner technology	Simitri® HD polymerised toner
Copy/print speed A4 (mono/colour)	Up to 30/30 ppm
Copy/print speed A3 (mono/colour)	Up to 15/15 ppm
Autoduplex Speed A4 (mono/colour)	Up to 30/30 ppm
1 st copy out time A4	5.0/6.7 sec.
Warm-up time	Approx. 11 sec. in mono; 13 sec. in color ²
Copy resolution	600 x 600 dpi
Gradation	256 gradations
Multicopy	1–9,999
Original format	A6–A3; Custom sizes
Magnification	25–400% in 0.1% steps; Auto-zooming

FAX SPECIFICATIONS

Fax standard	Super G3 (optional)
Fax transmission	Analogue; i-Fax; Colour i-Fax; IP-Fax
Fax resolution	Up to 600 x 600 dpi
Fax compression	MH; MR; MMR; JBIG
Fax modem	Up to 33.6 Kbps
Fax destinations	2,100 (single + group)

USER BOX SPECIFICATIONS

Storable documents	Up to 3,000 documents or 10,000 pages
Type of user boxes	Public; Personal (with password or authentication); Group (with authentication)
Type of system boxes	Secure print; Encrypted PDF print; Fax receipt; Fax polling

SYSTEM FEATURES

Security Functions (standard)	ISO 15408 HCD-PP Common Criteria (in evaluation); IP filtering and port blocking; SSL2; SSL3 and TLS1.0/1.1/1.2 network communication; IPsec support; IEEE 802.1x support; User authentication; Authentication log; Secure print; Kerberos; Hard disk overwrite (8 standard types); Hard disk data encryption (AES 256); Memory data auto deletion; Confidential fax receipt; Print user data encryption
Security Functions (optional)	Antivirus realtime scanning (Bitdefender®); Copy protection (Copy Guard, Password Copy)
Accounting (standard)	Up to 1,000 user accounts; Active Directory support (user name + password + e-mail + smb folder); User function access definition
Accounting Functions (optional)	Biometric authentication (finger vein scanner); ID card authentication (ID card reader); Authentication by mobile device (Android/iOS)
Software	PageScope Net Care Device Manager; PageScope Data Administrator; PageScope Box Operator; PageScope Web Connection; Print Status Notifier; Driver Packaging Utility; Log Management Utility

¹ If the maximum volume is reached within a period of one year, then a maintenance cycle must be performed

² Warm-up time may vary depending on the operating environment and usage

- All specifications refer to A4-size paper of 80 g/m² quality.
- The support and availability of the listed specifications and functionalities varies depending on operating systems, applications and network protocols as well as network and system configurations.
- The stated life expectancy of each consumable is based on specific operating conditions such as page coverage for a particular page size (6% coverage of A4). The actual life of each consumable will vary depending on use and other printing variables including page coverage, page size, media type, continuous or intermittent printing, ambient temperature and humidity.
- Some of the product illustrations contain optional accessories.
- Specifications and accessories are based on the information available at the time of printing and are subject to change without notice.
- Konica Minolta does not warrant that any specifications mentioned will be error-free.
- All brand and product names may be registered trademarks or trademarks of their respective holders and are hereby acknowledged.





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 been 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

Values shown per device

Device	Qty	Bill Plan Type	Pages Included
Bizhub C450i Refurbished	1	One Rate™	Unlimited

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



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
- 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.

Purchase Order:

- 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:	<input type="text"/>	Portal ID:	<input type="text"/>
Portal Contact:	<input type="text"/>	Phone/Email	<input type="text"/>





Invoices by Email (Future Service) – Provide the email address where invoices are to be sent and as soon as the service is available, we will switch your account from US Mail to Email delivery.

Recipient Email Address:

Customer Invoice Codes: (e.g., GL Code/Cost Code)

Not Required

Requested, Detail List available to attach to this order agreement
(We can accommodate 4 codes per device.)

Requested, Detail List not available to attach, will provide later

Invoice Mailing Address:
Solterra Resort Cdd
Ste 340
270 W Plant St
Winter Garden, FL, 34787-2994

Accounts Payable Address:
Solterra Resort Cdd
Ste 340
270 W Plant St
Winter Garden, FL, 34787-2994

Accounts Payable Contact:
Kyla Semino
Phone: (863) 547-9339
EMail: ksemino@evergreen-lm.com

Im Process

MyKMBS.com Customer Portal

MyKMBS is a complete and comprehensive service management tool allowing our clients to manage their Konica Minolta accounts - right from their desktop or smartphone. MyKMBS offers 24/7 access to Konica Minolta support and product resources - all in one place.

Please provide a primary contact for MyKMBS.com registration:

Account ID: 31170603
Name:
Email:

Opt Out of MyKMBS.com Customer Portal





Order Summary & Acceptance

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.

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

Customer
Solterra Resort Cdd

Signature: 
Name: Theresa Borghi
Title: _____
Date Signed: _____

Signature: 
Name: KYLA SEMINO
Title: _____
Date Signed: _____

In Process





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
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

Qty	Product Description	Product Configuration
1	Bizhub C450i Refurbished	

Maintenance & Group Pool Billing Information

Pool Group 1

Maintenance Plan: One Rate™

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

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.

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.



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://kmb.s.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 MERCHANTABILITY. 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.



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 charging the surcharge.

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 select or 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.



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 assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) we (and not the Lessor or its assignees) are the sole party responsible for any service, repair or maintenance of the Equipment, and (b) we (not the Lessor or its assignees) are the party to any service maintenance agreement.

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).



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: _____

Title: _____

Date Signed: _____

Date Signed: _____

In Process



DESCRIPTION

LK-102v3 PDF enhancements	PDF/A(1b), PDF encryption, digital signature
LK-105v4 OCR text recognition	Searchable PDF and PPTX
LK-106 Barcode fonts	Supports native barcode printing
LK-107 Unicode fonts	Supports native Unicode printing
LK-108 OCR A and B fonts	Supports native OCR A and B font printing
LK-110v2 Document converter pack	Generates various file formats incl. DOCX, XLSX and PDF/A
LK-111 ThinPrint® client	Print data compression for reduced network impact
LK-114 Serverless pull printing	Secure and Follow Me printing solution requiring no server application
LK-115v2 Trusted Platform Module	Trusted Platform Module for protection of data encryption and decryption
LK-116 Antivirus	Bitdefender® antivirus provides real time scanning of all incoming and outgoing data
LK-117 FOIP activation	Fax over IP networks (T.38), requires fax kit
FK-514 Fax board	Super G3 fax, digital fax functionality
UK-221 Wireless LAN	Wireless LAN and wireless LAN Access Point Mode
EK-608 USB I/F kit	USB keyboard connection
EK-609 USB I/F kit	USB keyboard connection; Bluetooth
IC-420 Fiery controller	Professional colour print controller
VI-516 Interface kit for IC-420	Fiery controller interface card
UK-115 Interface board for IC-420	Fiery controller interface board
AU-102 Biometric authentication	Finger vein scanner
ID card reader	Various ID card technologies
MK-735 Mount kit	Installation kit for ID card reader
WT-506 Working table	Authentication device placement
KP-102 10-Key pad	For use instead of touchscreen
SC-509 Security kit	Copy guard function
EM-908 Replacement SSD	1 TB SSD to increase storage space
KH-102 Keyboard holder	To place USB keyboard
CU-102 Air cleaning unit	Improving indoor air quality by reduced emission
PC-116 1x Universal tray	500 sheets, A5-A3, 52-256 g/m ²
PC-216 2x Universal tray	2x 500 sheets, A5-A3, 52-256 g/m ²
PC-416 Large capacity tray	2,500 sheets, A4, 52-256 g/m ²
PC-417 Large capacity tray	1,500 + 1,000 sheets, A5-A4, 52-256 g/m ²
LU-302 Large capacity tray	3,000 sheets, A4, 52-256 g/m ²

MEDIA INPUT

LU-207 Large capacity tray	2,500 sheets, A4-SRA3, 52-256 g/m ²
BT-C1e Banner tray	Multipage banner feeding
DK-516x Copier desk	Provides storage space for print media and other materials
OT-513 Output tray	Output tray used instead of finisher
JS-508 Job separator	Separation of fax output; etc.
FS-533 Inner finisher	50-sheet stapling, 500 sheets max. output
MK-607 Attachment kit	For FS-533 installation
PK-519 Punch kit for FS-533	2/4 hole punching, autoswitching
FS-539 Staple finisher	50 sheets stapling; 3,200 sheets max. output
FS-539SD Booklet finisher	50 sheets stapling; 20 sheets booklet finisher; 2,200 sheets max. output
PK-524 Punch kit for FS-539/SD	2/4 hole punching; autoswitching
FS-540 Staple finisher	100 sheets stapling; 3,200 sheets max. output
FS-540SD Booklet finisher	100 sheets stapling; 20 sheets booklet finisher; 2,700 sheets max. output
PK-526 Punch kit for FS-540/SD	2/4 hole punching; autoswitching
RU-513 Relay unit	For FS-539/SD or FS-540/SD installation
JS-602 Job separator for FS-540/SD	Separation of fax output; etc.
PI-507 Post inserter for FS-540/SD	Cover insertion; post finishing
ZU-609 Z-fold unit for FS-540/SD	Z-fold for A3 prints

TECHNICAL SPECIFICATIONS

System speed A4	Up to 45/45 ppm (mono/colour)
System speed A3	Up to 22/22 ppm (mono/colour)
Autoduplex speed A4	Up to 45/45 ppm (mono/colour)
1st page out time A4	3.8/5.0 sec. (mono/colour)
Warm-up time	Approx. 15/17 sec. (mono/colour) ¹
Imaging technology	Laser
Toner technology	Simitri® HD polymerised toner
Panel size/resolution	10.1" / 1024 x 600
System memory	8,192 MB (standard/max)
System hard drive	256 GB SSD (standard) / 1 TB SSD (optional)
Interface	10/100/1,000-Base-T Ethernet; USB 2.0; Wi-Fi 802.11 b/g/n/ac (optional)
Network protocols	TCP/IP (IPv4 / IPv6); SMB; LPD; IPP; SNMP; HTTP(S); Bonjour
Automatic document feeder	Up to 300 originals; A6-A3; 35-210 g/m ² ; Dualscan ADF
ADF double feed detection	Standard
Printable paper size	A6-SRA3; customized paper sizes; banner paper max. 1,200 x 297 mm
Printable paper weight	52-300 g/m ²
Paper input capacity	1,150 sheets / 6,650 sheets (standard/max)
Paper tray input (standard)	1x 500; A6-A3; custom sizes; 52-256 g/m ²
Paper tray input (optional)	1x 500; A5-SRA3; custom sizes; 52-256 g/m ² 2x 500 sheets; A5-A3; 52-256 g/m ² 1x 2,500 sheets; A4; 52-256 g/m ² 1x 1,500 + 1x 1,000 sheets; A5-A4; 52-256 g/m ²
Large capacity tray (optional)	1x 3,000; A4; 52-256 g/m ² 1x 2,500; A4-SRA3; custom sizes; 52-256 g/m ²

SYSTEM SPECIFICATIONS

Manual bypass	150 sheets; A6-SRA3; custom sizes; banner; 60-300 g/m ²
Finishing modes (optional)	Offset; Group; Sort; Staple; Staple (offline); Punch; Half-fold; Letter-fold; Booklet; Post insertion; Z-fold
Automatic duplexing	A6-SRA3; 52-256 g/m ²
Output capacity	Up to 250 sheets / up to 3,300 sheets (standard/max)
Stapling	Max. 100 sheets or 98 sheets + 2 cover sheets (up to 300 g/m ²)
Stapling output capacity	Max. 200 sets
Letter fold	Max. 3 sheets
Letter fold capacity	Max. 50 sets; unlimited (without tray)
Booklet	Max. 20 sheets or 19 sheets + 1 cover sheet (up to 300 g/m ²)
Booklet output capacity	Max. 35 booklets; unlimited (without tray)
Duty cycle (monthly)	Rec. 40,000 pages; Max. 200,000 pages
Toner lifetime	Black up to 28,000 pages CMY up to 28,000 pages
Imaging unit lifetime	Black up to 240,000/1,000,000 pages (drum/developer) CMY up to 155,000/1,000,000 pages (drum/developer)
Power consumption	220-240 V / 50/60 Hz; Less than 1.58 kW
System dimension (W x D x H)	615 x 688 x 961 mm (without options)
System weight	Approx. 100.0 kg (without options)
Print resolution	1,800 (equivalent) x 600 dpi; 1200 x 1200 dpi
Page description language	PCL 6 (XL3.0); PCL 5c; PostScript 3 (CPSI 3016); XPS



PRINTER SPECIFICATIONS

Operating systems	Windows 7 (32/64); Windows 8.1 (32/64); Windows 10 (32/64); Windows Server 2008 (32/64); Windows Server 2008 R2; Windows Server 2012; Windows Server 2012 R2; Windows Server 2016; Windows Server 2019; Macintosh OS X 10.10 or later; Unix; Linux; Citrix
Printer fonts	80 PCL Latin; 137 PostScript 3 Emulation Latin
Mobile printing	AirPrint (iOS); Mopria (Android); Konica Minolta Print Service (Android); Konica Minolta Mobile Print (iOS/Android/Windows 10 Mobile) optional: Google Cloud Print; WiFi Direct
Print controller	Embedded Fiery IC-420
Controller CPU	AMD GX-424CC @ 2.4 GHz
Memory/HDD	4,096 MB / 500 GB
Page description language	Adobe PostScript 3 (CPSI 3020); PCL 6; PCL 5c
Operating systems	Windows 7 (32/64); Windows 8.1 (32/64); Windows 10 (32/64); Windows Server 2008 (32/64); Windows Server 2008 R2; Windows Server 2012; Windows Server 2012 R2; Windows Server 2016; Windows Server 2019; Macintosh OS X 10.10 or later; Linux
Scan speed	Up to 140/140 ipm in simplex (mono/colour) Up to 280/280 ipm in duplex (mono/colour)
Scan resolution	Up to 600 x 600 dpi
Scan modes	Scan-to-eMail (Scan-to-Me); Scan-to-SMB (Scan-to-Home); Scan-to-FTP; Scan-to-Box; Scan-to-USB; Scan-to-WebDAV; Scan-to-DPWS; Scan-to-URL; TWAIN scan
File formats	JPEG; TIFF; PDF; Compact PDF; Encrypted PDF; XPS; Compact XPS; PPTX optional: Searchable PDF; PDF/A 1a and 1b; Searchable DOCX/PPTX/XLSX
Scan destinations	2,000 destinations + 100 groups; LDAP support
Copy resolution	600 x 600 dpi
Gradation	256 gradations
Multicopy	1–9,999
Original format	Max. A3
Magnification	25–400% in 0.1% steps; Auto-zooming
Fax standard	Super G3 (optional)
Fax transmission	Analogue; i-Fax; Colour i-Fax; IP-Fax
Fax resolution	Up to 600 x 600 dpi
Fax compression	MH; MR; MMR; JBIG
Fax modem	Up to 33.6 Kbps
Fax destinations	2,000 single + 100 groups
Storable documents	Up to 3,000 documents or 10,000 pages
Type of user boxes	Public; Personal (with password or authentication); Group (with authentication)

USER BOX SPECIFICATIONS

Type of system boxes	Secure print; Encrypted PDF print; Fax receipt; Fax polling
Security	ISO 15408 HCD-PP Common Criteria (in evaluation); IP filtering and port blocking; SSL3 and TLS1.0/1.1/1.2 network communication; IPsec support; IEEE 802.1x support; User authentication; Authentication log; Secure print; Kerberos; Hard drive overwrite; Hard drive data encryption (AES 256); Confidential fax; Print user data encryption optional: Antivirus realtime scanning (Bitdefender®); Copy protection (Copy Guard, Password Copy)
Accounting	Up to 1,000 user accounts; Active Directory support (user name + password + e-mail + smb folder); User function access definition; Authentication by mobile device (Android) optional: Biometric authentication (finger vein scanner); ID card authentication (ID card reader); Authentication by mobile device (iOS)
Software	Net Care Device Manager; Data Administrator; Box Operator; Web Connection; Print Status Notifier; Driver Packaging Utility; Log Management Utility

¹ Warm-up time may vary depending on the operating environment and usage

² If the maximum volume is reached within a period of one year, then a maintenance cycle must be performed

- All specifications refer to A4-size paper of 80 g/m² quality.
- The support and availability of the listed specifications and functionalities varies depending on operating systems, applications and network protocols as well as network and system configurations.
- The stated life expectancy of each consumable is based on specific operating conditions such as page coverage for a particular page size (5% coverage of A4). The actual life of each consumable will vary depending on use and other printing variables including page coverage, page size, media type, continuous or intermittent printing, ambient temperature and humidity.
- Some of the product illustrations contain optional accessories.
- Specifications and accessories are based on the information available at the time of printing and are subject to change without notice.
- Konica Minolta does not warrant that any specifications mentioned will be error-free.
- All brand and product names may be registered trademarks or trademarks of their respective holders and are hereby acknowledged.

Simitri HD
High Definition Polymerised Toner

Simitri
with Biomass

SAP® Printer Vendor
Solution

CORTADO



LET'S TALK

Konica Minolta Business Solutions (UK) Limited

Konica House, Miles Gray Road, Basildon, Essex, SS14 3AR

info@konicaminolta.co.uk | www.konicaminolta.co.uk | 0800 833864





SALES ORDER

Date: 12/20/2022

Sales Rep: Lewis Hackling

BILL TO		SHIP TO	
Company: Solterra Resort		Company: Solterra Resort	
Address: 5200 Solterra Blvd.		Address: 5200 Solterra Blvd.	
City: Davenport	State: FL Zip: 33837	City: Davenport	State: FL Zip: 33837
Contact: Kyla Semino		Contact: Kyla Semino	
Phone: (863)547-9839	Fax:	Phone: (863)547-9839	Fax:
E-mail: ksemino@evergreen-lm.com		E-mail: ksemino@evergreen-lm.com	

PO Number: _____

QTY	PRODUCT #	SERIAL #	DESCRIPTION	TOTAL
1	C8145H2		AltaLink C8145H2 45PPM Color MFP	See Lease
1	497K22670		1 Line Fax	
1	097S05019		Office Finisher	

TERMS OF SALE:	Gross Amount	\$ -
	Delivery	
	Tax (if applicable)	
	Total Order	\$ -
Any assets listed on the Lease or Schedule A, other than the assets listed as "Service Only" assets, become the property of the leasing company	Amount Received	
	Balance Due	See Lease

Leases subject to documentation fees and taxes.
All returns are subject to a 15% restocking fee. Opened items are non-refundable.
No terms or conditions, expressed or implied are authorized unless they appear on "Original" of this order.

Account Executive:	Customer Signature: X
Date:	Date:

Tampa 813-253-0318, Ft. Myers 239-931-1077, Gainesville 352-377-5817, Lakeland 863-665-3042
 Orlando 407-299-0300, Port St. Lucie 772-337-2660, TOLL FREE 1-800-226-6482





Total Output Management Agreement

APPLICATION NO.

AGREEMENT NO.

8701 Florida Mining Blvd. • Tampa, FL 33634

The words "User," "Lessee," "you" and "your" refer to Customer. The words "Owner," "Lessor," "we," "us" and "our" refer to Zeno Office Solutions, Inc.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
Solterra Resort			5200 Solterera Blvd.	
CITY	STATE	ZIP	PHONE	FAX
Davenport	FL	33837	(863)547-9839	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
Xerox AltaLink C8145		

See attached Schedule "A" See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 ** Payments* of \$ 354.00 The payment ("Payment") period is monthly unless otherwise indicated. *plus applicable taxes

Payment includes 2,000 B&W Pages per month	Overages be billed at \$ 0.009500 per B&W page*	METER READINGS VERIFIED: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually
Payment includes 1,000 Color Pages per month	Overages be billed at \$ 0.059000 per Color page*	
Payment includes 0 B&W Prints per month	Overages be billed at \$ 0.000000 per B&W print*	
Payment includes 0 Color Prints per month	Overages be billed at \$ 0.000000 per Color print*	

REMOTE SUPPORT PROGRAM OPTION (If a Monthly Remote Support Fee amount is stated below, you agree you are participating in the Remote Support Program and the Monthly Remote Support Fee will be added to this Agreement's monthly invoice. If a Monthly Remote Support Fee is NOT stated below, you are not participating in the Remote Support Program.)
 Monthly Remote Support Fee* \$ 5.00 **plus any transition period outlined in Section 1

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

OWNER ACCEPTANCE

Zeno Office Solutions, Inc.			
OWNER	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO. You acknowledge and agree that the Equipment has been delivered to you and you hereby accept such Equipment on an "AS-IS, WHERE-IS" basis for all purposes as of the date hereof. Upon you signing below, your promises herein will be non-cancelable, irrevocable and unconditional in all respects.

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED

FEDERAL TAX I.D. # PRINT NAME

TERMS AND CONDITIONS (Continued on Page 2)

1. **AGREEMENT:** You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us. If a later start date is designated, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense we pay on your behalf. You agree to pay us an origination fee of \$189.50 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, except amounts secured by land and buildings in addition to the Equipment. You authorize and ratify our filing of any financing statement(s). You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent, which will not be unreasonably withheld.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, which shall not be unreasonably withheld, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **LIMITATION ON LIABILITY:** IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID BY YOU UNDER THIS AGREEMENT IN THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO THE CLAIM. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. Financial information will generally not be required unless your exposure with us exceeds \$1,000,000. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 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 return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such a privilege. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** 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 customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature and is held by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. Notwithstanding the foregoing, (i) for evidentiary purposes, any faxed, scanned or electronic copy of this Agreement may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any such copy or signature thereon; and (ii) we reserve the right to require you to sign any instrument manually and to deliver to us an original of such document. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Owner or, if assigned, the assignee's principal place of business. You consent to jurisdiction and venue of any state or federal court in the state the Owner or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.

13. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by Supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer. Paper and staples must be separately purchased by you. The per page/print charge and overages per page/print charge are based upon an 8 1/2" x 11" letter size page, print with an average 5% image fill, or its equivalent. If we determine that you have used 15% more consumable supplies than normal (as determined by the manufacturer's specifications) to produce pages/prints, you agree to pay us an amount from time to time which may be necessary to offset such increased usage. If necessary, the maintenance and supply portion of this Agreement may be assigned by us. We may charge you a monthly supply freight fee to cover our costs of shipping supplies to you. If you are participating in the Remote Support Program, we may charge you a Monthly Remote Support Fee, as set forth on page 1. You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the maintenance and supplies, which are being provided to you pursuant to a separate arrangement with Supplier ("Arrangement"). Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we may provide you with one invoice covering amounts owing under this Agreement and the Arrangement. Each month, you are entitled to produce the minimum number of pages/prints shown on page 1 for each applicable page/print type. Regardless of the number of pages/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page/print that exceeds the applicable minimum number of pages/prints. Pages/prints made on equipment marked as not financed under this Agreement will be included in determining your page/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge.

14. **METER; ELECTRIC SERVICES:** Most equipment will be connected to an automatic meter reading device which will report the number of images made on the equipment each month and upon which monthly invoices will be based. If an automatic meter reading device is not installed and otherwise upon request, you will provide us, by telephone, e-mail or fax with the actual meter readings three days prior to your due date. A \$5.00 per month meter collection fee will be charged for any equipment not reporting meter readings automatically. We may estimate the number of images used if such meter readings are not received from you by us within 2 days. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. You agree to provide adequate space without charge for the equipment, adequate electricity (including, if necessary, a dedicated 110 or 220 volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the equipment.

EXHIBIT 7





**ACTION ENVIRONMENTAL SERVICES
FLORIDA, LLC**

License #JB279391

george@actionpestcontrolservices.com

(407)861-6707

AGREEMENT FOR INTEGRATED PEST MANAGEMENT PROGRAM FOR

SOLTERA RESORT CDD

- The technician will make a recommendation for through inspection of the property.
- making an assessment of the infestation and extent of the property and grounds.
- The report will list date and time of service, location of infestation, pest identification and structural damage.
- Service will be completed.
- Electronic reports contain all the necessary documentation for regulatory compliance.
- We can also provide backlogs of the report. Please consider this environment before scheduling it.

www.actionpestcontrolservices.com



Pest control services will be provided by **Action Environmental Services**, through a specialized technician on a regular schedule program to treat, control, prevent and eliminate presence of Pharaoh Ants, Crazy Ants, Ghost Ants, Fire Ants, Cockroaches, Spiders, Wasp and Rats. Please note all other insects will be quoted separately.

How Action Environmental Services will work with you.

MONTHLY Treatment for the perimeter (within 5 feet) doors and first level windows of Clubhouse, Pool area, Lazy River area, Dumpsters, Lobby area, Fitness room, Kids playroom and Guard House will be treated as needed on a rotating basis to prevent and eliminate the entry of undesired pests and remove spider and wasp nest (up to 18 feet) on each schedule visit. We will also inspect and treat (within 20 feet) of the foundation eaves, beds and Ant Mounds according to the Monthly Rotation.

Our integrated pest management program will maintain pheromone impregnated biological zone monitors discreetly placed throughout the property. These traps are highly attracted to insects in close proximity and will be monitored on a regular rotating schedule for complete pinpoint control of pests throughout the property. Also, in this likely harborage area, insect bait will be injected into crack, crevices and wall voids. These controlled elements are naturally occurring substances which are approved by the Environmental Protection Agency and are most effective. They include citrus by products, flower and plant species that are naturally repellent to insects; Diatomaceous earth (fossilized microorganisms); minerals and naturally occurring borates; boric acid and polyborates (which are hydrostatically charged for long residual life.) Insect growth regulator's (birth control for insects) which are non-poisonous and offer long residual protection will be employed as well.

SERVICE REPORTS

- The technician will make a recommendation list through inspection of the property, making an assessment of the interior and exterior of the property and grounds.
- The report will list date and time, all materials used, location of use, identify pests, sanitation and structural deficiencies.
- Reports will be sent electronically.
- Electronic reports contain all the necessary documentation for regulatory compliance.
- We can also provide hardcopies of the reports. Please consider the environment before requesting it.



IMPORTANT:

Sanitation is the first step in pest management. All areas must be in a clean and sanitary condition for these or any pest control program to be successful. A regular team of technicians will be assigned to this account for optimum knowledge of the account requirements. Access to all premises and lock areas must be arranged. Monthly evaluations will be provided. We will work closely with you, to ensure satisfaction. All calls will be responded the day off as long as they are reported before 5 PM. Any calls after 5 PM will be responded by the next day.

INSURANCE

Action Environmental Services in accordance with chapter 482.071 (4) Florida Statutes, states, that each person making application for a pest control business license or renewal thereof must furnish to that department a certificate of insurance that meets the requirements for financial responsibility for bodily injury and property damage. Upon request we will furnish a certificate of insurance.

QUALITY AND SATISFACTION:

We will always treat the interior and exterior of your structure with the appropriate materials, remove spiderwebs and wasp nests within reach.

You are not just another number; you are our partner in controlling pests.

Our company policy is to ensure a pest free, thus healthier, environment. This goal can be achieved using our scientific and safe technique as benign and environmental possible.

TERMS AND CONDITIONS:

1-The company agrees to provide pest-control services at the service address indicated above. 2-The company will provide pest-control service to control pest listed above, extra service for the pest(s) listed at no additional cost to the customer. 3-Customer agrees to make the place of service available for the treatment and inspection as often as necessary to control pest listed. 4- this agreement will be for a period 1-year and will renew thereafter. 5-This agreement may not be canceled by either party unless just cause is giving and shall be arrange in 60 days of the written notice. 6-The company shall reserve the right to propose an increase in the monthly fee at any time, any changes will have to be approved in writing by both parties to take effect. 7- This agreement does not provide for the repair of present or future damages to the service address, nor does it provide reimbursement for repair expenses allegedly arising from pest infestations. 8- In entering into this agreement customer waves all claims for damages to property or persons which may result indirectly from work performed by the company, with the expectation of gross negligence on the part of the company. 9-invoices will be sent electronically. 10-payment is due upon service completion. 11- A late fee of \$20.00 will be assessed monthly on all account balances over 30 days. 12-Treatment for any other insect not covered in above description will be at an additional cost.



FEES:

- Monthly Exterior General Pest Prevention \$350.00
- Monthly Exterior Bait Stations \$6.10 x (178) \$1,085.80
- 2 Bait Stations from the pool area will be install (2) at the Guard House

Equipment:

- 1 Time installation payment \$25.00 x 0 = \$0.00

Extras:

- Roaches infestation \$115.00 for treatment per unit
- Mosquito Control on Pool Area per Month \$95.00
- Mosquito Control without spray using fungus attraction \$25.00 per basket
- Bed Bugs \$205.00 first Room, each additional room \$125.00
- Rodent Infestation for interior of each unit \$125.00
- Animal Removal \$150.00 (Possums, Armadillo and Racoons)
- Snake traps \$75.00 per trap

Company:

ACTION Environmental Services Florida, LLC

License # 279391

George Ruiz
1102 Mosaic Dr
Celebration, Fl. 34747
(407)-861-6707

Soltera Resort CDD
5200 Solterra Blvd
Davenport, Fl. 33837

DATE:

DATE:





MONTHLY PEST PREVENTION SERVICE AGREEMENT

Email Address: CustomerCare@MasseyServices.com
 Website: MasseyServices.com
 Phone: 1-888-2MASSEY (262-7739)

SERVICE ADDRESS

Solterra Resorts
 Business Name
 5200 Solterra Blvd.
 Property Address
 Davenport FL Polk 33837
 City State County Zip
 (863) 547-9839
 Phone (Extension)

BILLING ADDRESS

Kyla Semino (863) 547-9839
 Contact Name (Agent) Phone
 5200 Solterra Blvd.
 Mailing Address
 Davenport FL 33837
 City State Zip
 Ksemino@evergreen-LM.com
 Email

Business Type: Resort Service Frequency: 2 times a month Grid # _____

1. SCOPE OF WORK

Massey will provide pest prevention services for Roaches Ants Mice Rats Pantry Pests Fruit Flies Drain Flies

2. AREAS TO BE SERVICED

All exterior of the clubhouse/fitness center, cafe, pool bath, outside patio, playground, entire pool and lazy river perimeter, inside trash can compartments, and perimeter of tennis courts. Place and monitor 2 times monthly 183 rodent stations (55 decorative & 128 regular rodent stations). Rodent stations placed around clubhouse/fitness center, pool perimeter, along the perimeter entire clubhouse/pool area along where the houses are. All interior of clubhouse to include offices, restrooms, fitness center, bar area, common seating area and dining area. The defender pro socks will go in the trash can compartments that are on the main pool deck. Use log book at each visit and leave service

3. SERVICE SCHEDULE

A. Initial Service Schedule _____ Follow-Up Service on Initial As needed
 B. Regular Service Schedule 2 times a Month

4. CUSTOMER COOPERATION

Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:
 A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation and storage practices noted on our Inspection Service Reports.
 B. Arranging for Service Technician(s) access to the premises and access to all locked areas.

5. INSURANCE

Massey carries comprehensive General Liability Insurance. Upon request we, will furnish a "Certificate of Insurance" showing coverage in effect.

6. TERMS OF AGREEMENTS

A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.
 B. If THE COMPANY is at any time dissatisfied with Massey's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.

7. GUARANTEED SATISFACTION

See reverse side of this agreement for explanation of Massey's Pest Prevention Guarantee.

8. FIRST YEAR SERVICE CHARGES		SECOND YEAR SERVICE CHARGES		EQUIPMENT/ITEMS PURCHASED	
Initial Service Charge	\$2250.00	Monthly Service Charge	\$1250.00	# 2 of Flv Lights x \$ 250.00/2 EA	\$ 450.00
Follow Up (as required)	\$	2nd Year Annual Service Amount	\$15000.00	# 35 of Decorative St x \$ 35.00 EA	\$ 1925.00
Monthly Service Charge x11	\$13750.00	5% Discount for Advance Payment	\$750.00	# 128 of Rodent Statio x \$ 20.00 EA	\$ 2560.00
1st Year Annual Service Amount	\$16000.00	Discounted Annual Amount	\$14250.00	# 1 of Case of small x \$ 80.00 EA	\$ 80.00
5% Discount for Advance Payment	\$800.00	Applicable Sales Tax	\$	Applicable Sales Tax	\$
Discounted Annual Amount	\$15200.00	2nd Year Annual Total	\$15000.00	Equipment Total:	\$ 5015.00
Applicable Sales Tax		Note: Massey Services reserves the right to adjust the recurring service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			
1st Year Annual Total	\$16000.00	First Month Service & Equipment Total: \$ 7265.00			

9. PAYMENT TERMS

A. Method of payment Year in Advance Payment less 5% discount Upon Receipt of Monthly Invoice Remit to Service Technician
 B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.
 C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

4033 Crescent Park Dr.

Massey Address
 Riverview FL 33578
 City State Zip
 813-582-7211
 Phone

Accepted for: _____ Date _____

THE COMPANY

Given by: Missy Martin Date 12/9/22
Massey Services

Approved by: Massey General Manager Date _____

GUARANTEED SATISFACTION

We guarantee your premises will be FREE of Roach, Ant and Rodent INFESTATION after we have completed your second month of service. This does not mean you will never see another roach, ant or rodent, but it does mean that the thoroughness of our services and your efforts to maintain the highest standards of sanitation will not allow an INFESTATION to develop. In the event of a pest sighting(s):

1. We GUARANTEE to perform a corrective service within 24 hours.
2. We also GUARANTEE to provide this corrective service at *no additional cost to you*.
3. If your pest problem persists and an infestation can be found in the physical structure after 30 days, a **Massey Manager** will verify the infestation and *refund your last regular service charge*.*

For the Hospitality Industry, **Massey** further GUARANTEES that if a guest refuses to pay for a night's lodging or a meal charge due to a pest problem, **Massey** will:

- Verify the problem and take corrective measures immediately.
- Reimburse the Company for the lost lodging and/or meal charge(s).**
- Send a letter of apology to the guest, with a copy sent to the Company Manager.

* A current balance, maximum 30 days, must be maintained to receive any refund or reimbursement under this Guarantee.

** Reimbursement under the terms of the Money Back Guarantee for lost lodging and meal charges will be provided only when The Company Manager notifies a **Massey Manager** within 24 hours and provides the **Massey Manager** with specific details of the problem, lodging and/or meal receipts, guest's name and address. Reimbursement is restricted to one night's lodging charge and one meal charge per occurrence.

GENERAL TERMS AND CONDITIONS

A. **CHANGE IN LAW. BY MASSEY SERVICES, INC.** (**Massey**) performs its services in accordance with the requirements of Federal, State and local laws. In the event of a change in existing law as it pertains to the services promised herein, **Massey** reserves the right to adjust the monthly service charge or terminate this agreement by giving THE COMPANY 60 days notice.

B. **DISCLAIMER.** **Massey** liability under this agreement will be terminated if **Massey** is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restriction, or any Act of God or circumstances or cause beyond the control of **Massey**.

This agreement does not cover and **Massey** will not be responsible for:

1. Any present or future insect and/or rodent damage to the structure(s) or contents, or provide for the compensation or repair of same.
2. Damage or loss of personal property resulting from lack of security or acts of third parties.
3. Damage or loss of personal property due to THE COMPANY'S and/or Occupant(s) failure to comply with the specific instructions outlined in the Pest Elimination Preparation Checklist and/or Quality Assurance Inspection Report.
4. **Massey** disclaims any liability for special incidental or consequential damages. The Guarantee stated in this

agreement is given in lieu of any other guarantee or warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

C. **NON-PAYMENT DEFAULT.** In case of non-payment or default by THE COMPANY, **Massey** has the right to terminate this Agreement and reasonable attorney's fees and costs of collection shall be paid by THE COMPANY, whether suit is filed or not. In addition, interest at the highest rate allowable by law will be assessed for the period of delinquency.

D. **ARBITRATION.** THE COMPANY and **Massey** agree that any controversy or claim between them arising out of or relating to the interpretation, performance or breach of any provision of this agreement shall be settled exclusively by arbitration. This Contract/Agreement is subject to arbitration pursuant to the Uniform Arbitration Act of the American Arbitration Association. The arbitration award may be entered in any court having jurisdiction. In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits.

E. **ENTIRE AGREEMENT.** It is understood and agreed between the parties that this agreement constitutes the complete agreement between **Massey** and THE COMPANY and that said agreement may not be changed or altered in any manner, oral or otherwise, by any representative of **Massey** unless alteration or change be in writing and executed by the President of Massey Services under its Corporate Seal.

PRIVACY POLICY FOR EMAIL ADDRESSES

By providing an email address on this agreement, the Customer is consenting to receive emails regarding service alerts, new services and special promotions. Email addresses are kept confidential and used solely for communication from Massey Services.



Go Paperless!

EXHIBIT 8



Amenity Services, LLC

205 South Dixie Drive PMD 2000

Haines City, Florida 33844

Orlando FL, 32837



Service Agreement for Amenity Services, LLC

Services Performed By:

Amenity Services, LLC

205 South Dixie Drive PMD 2000

Haines City, Florida 33844

Services Performed For:

Solterra Resort HOA, Inc.

5200 Solterra Blvd

Davenport FL 33896

Phone: (863) 370-2423

1. DESCRIPTION OF SERVICES. Beginning on _____, 2022, Amenity Services LLC will provide to **Solterra Resort CDD, Inc.** the following services (collectively, the "Services"):

Clubhouse Cleaning Services – 7 days a week service

- Remove/replace all trash bags in Amenity Center to include Restrooms, Pool area, offices, lobby, gym and Tennis Courts not to exceed 30 units.
- Replace and restock restroom paper products, soap & Sanitary stations.
- Clean restroom floors, toilets, sinks and urinals
 - Services and boarders must be cleaned
 - Underneath units must also be cleaned
- Clean counters, windows, tables, offices
- Broom/vacuum and mop clubhouse, gym & bathroom floors
- Cleaning supplies to be provided by Property Manager upon request
- Site supervisor will advise Property Manager of any repairs required
- Once a month deep clean to include air vents in restroom, gym and clubhouse, dust all surfaces including TV's, frames, decorations, doors and baseboards, cobb webs/insect webs, clean interior and exterior light fixtures and fans.

2. PAYMENT. Solterra Resort CDD, Inc. agrees to pay Amenity Services LLC as follows:

- Monthly fee of - \$4,300

Any invoice not paid within 10(ten) days of due date will incur a 15% interest fee which will be added to the original invoice, or the maximum percentage allowed under applicable Florida laws, whichever is less.

Solterra Resort CDD, Inc. shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if at the **Solterra Resort CDD, Inc.** fails to pay for the Services when due, Amenity Services LLC has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will remain in effect for a period of Thirty-six (36) months. At any time during the term of this service agreement, Client shall have the right to terminate this service agreement with cause upon 30 days written notice by certified mail after paying Contractor the Termination fee equal to 1 year of service fees and the full payment of any outstanding invoices. If Contractor defaults in the performance of this service agreement because Contractor's Cleaning Service is not performed in a satisfactory manner (i.e., to reasonable industry standards), Client may provide a default notice to Contractor by certified mail. If within fourteen (14) days of the receipt of such notice, Contractor has not cured the problem to reasonable industry standards Client may cancel this service agreement by giving thirty (30) days written notification by certified mail to Contractor. If Client defaults in the performance of, its obligation under this service agreement, Contractor may terminate this service agreement if Client has not cured the default within {fourteen (14) days of receipt of notice from Contractor describing the default.

4. WARRANTY. Provider shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects. A 3% increase will be issued due to cost-of-living expenses after a contract renew.

5. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a) The failure to make a required payment when due.
- b) The insolvency or bankruptcy of either party.
- c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
- d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

6. REMEDIES. In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time shall result in the automatic termination of this Contract.

7. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch

whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

8. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

9. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

10. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

11. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

12. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Florida.

13. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

15. CANCELLATION POLICY. This agreement may be terminated by either party, with cause, by form of 30 day written notice via certified mail to the opposing party.

16. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

17. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

18. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient: **Solterra Resort CDD, Inc.**

Service Recipient:

Solterra Resort CDD, Inc.

Name: _____

Date: _____

Signature: _____

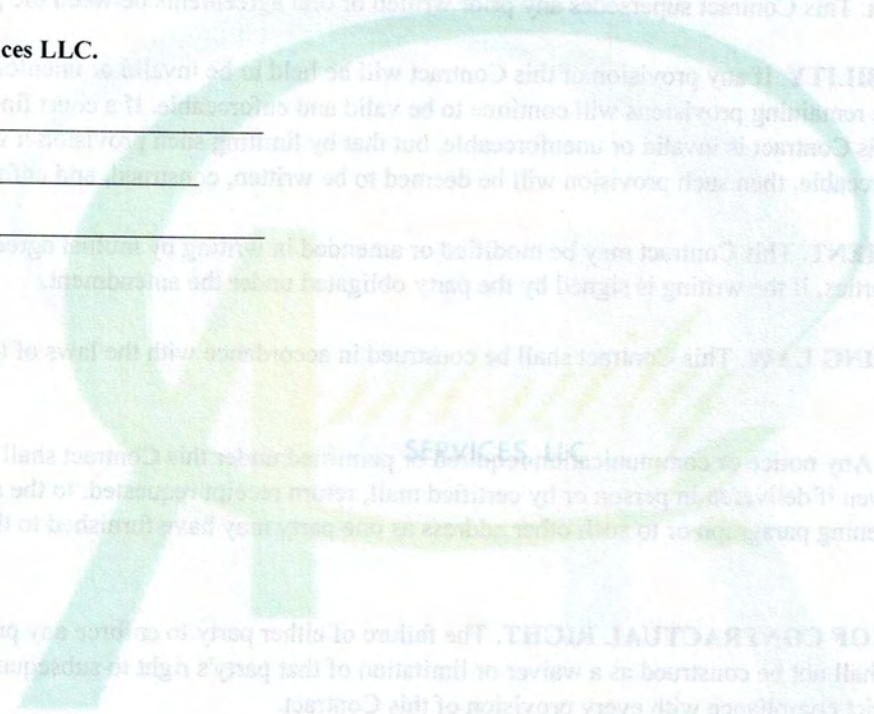
Service Provider:

Amenity Services LLC.

Name: _____

Date: _____

Signature: _____



10. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable, the remaining provisions of this Contract shall remain in full force and effect. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision to a valid and enforceable provision, then such provision will be deemed to be written, and the Contract shall be amended accordingly.

11. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties. If the writing is signed by the party obligated under the amendment, it shall constitute the entire agreement between the parties.

12. GOVERNING LAW. This Contract shall be governed in accordance with the laws of the State of Florida.

13. NOTICE. Any notice or communication required under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Contract.

15. CANCELLATION POLICY. This agreement may be terminated by either party, with cause, by form of 30 day written notice via certified mail to the opposing party.

16. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

17. CONSTRUCTION AND INTERPRETATION. The rules regarding contract formation and interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

18. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.



EXHIBIT 9



SUNBRITE OUTDOOR FURNITURE

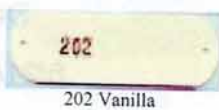


Vinyl Strap and Frame Colors

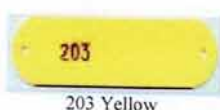
* Frame colors are semi gloss solid.



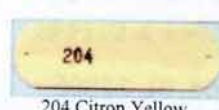
201 Snow White



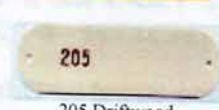
202 Vanilla



203 Yellow



204 Citron Yellow



205 Driftwood



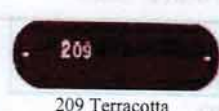
206 Camel



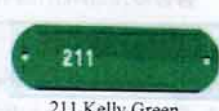
207 Saddle



208 Dark Brown



209 Terracotta



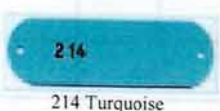
211 Kelly Green



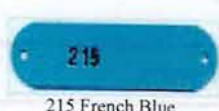
212 Dark Green



213 Baby Blue



214 Turquoise



215 French Blue



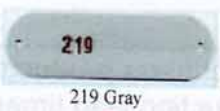
216 Royal Blue



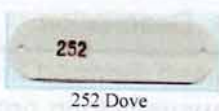
217 Navy Blue



218 Orange



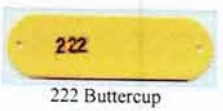
219 Gray



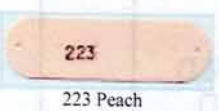
252 Dove



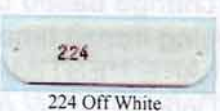
221 Black



222 Buttercup



223 Peach



224 Off White



225 Red



251 Forest Green



227 Jade Green



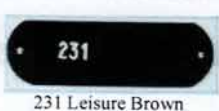
228 Twilight Rose



229 Cappuccino



230 Clover



231 Leisure Brown



232 Adobe



233 Nantucket Blue



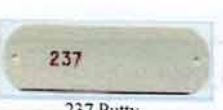
234 Dusty Blue



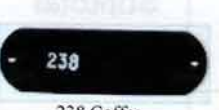
250 Charcoal



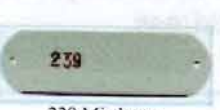
236 Burgundy



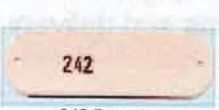
237 Putty



238 Coffee



239 Mistletoe

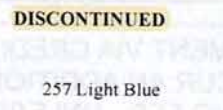


242 Papaya



249 Deepwater Blue

DISCONTINUED



257 Light Blue



246 Holly Green



247 Slate Blue



248 Sherwood (Hunter) Green

* Indicates the color is also available for frames. ** Call Rep, available Fiberglass Table top colors



SUNBRITE

OUTDOOR FURNITURE

610 Irene Street Orlando, FL 32805
 800-724-3820 407-294-9041
 Fx: 407-294-0513
 www.sunbritefurniture.com

QUOTATION

Date 6/21/2022
 Quote # 20923

Solterra Resort
 c/o Evergreen Lifestyles Mgt.
 270 W. Plant Street #340
 Winter Garden, FL 34787
 Yesenia (863) 547-9839

Ship To
 Solterra Resort
 5200 Solterra Blvd
 Davenport, FL 33837
 Yesenia (863) 547-9839

QUOTE VALID FOR 30 DAYS	*Terms	Rep	FOB	Vendor #
	50% Dep, Bal COD	EMR		

Description	Qty	Price	Total
Please Note: Due to increased demand for outdoor products, our industry is experiencing unusually long production lead times, as well as longer transit times from all freight/LTL carriers. Lead times provided to you at the time your orders are submitted are **estimated** lead times, and are subject to change based on availability of materials, order volume & shipping transit times. **SHIPPING QUOTES PROVIDED TO YOU ARE **ESTIMATED COSTS** AND SUBJECT TO CHANGE BETWEEN NOW AND THE TIME YOUR ORDER IS READY TO SHIP** LEAD TIME IS 8 - 12 WEEKS FROM DATE OF DEPOSIT.			0.00T
Strip, Re-Powder Coat & Re-Strap Chaise Lounge - horizontal strap Frame: Vinyl: Accent Vinyl (Optional): Welding Repair \$35.00 per weld if needed To Be Determined	57	125.00	7,125.00T

Signature required confirming items ordered, quantity, color selection, terms and delivery address. Authorized Signature: _____ Please Print Name: _____ Date: _____	Subtotal
	Sales Tax (6.5%)
	Total

YOUR P.O. No. _____

*NOTE: PAYMENT VIA CREDIT CARD WILL INCUR AN ADDITIONAL 3% HANDLING FEE - UNLESS NOTED ABOVE ON QUOTE.

SUNBRITE OUTDOOR FURNITURE

610 Irene Street Orlando, FL 32805
 800-724-3820 407-294-9041
 Fx: 407-294-0513

www.sunbritefurniture.com

QUOTATION

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Solterra Resort
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 270 W. Plant Street #340
 Winter Garden, FL 34787
 Yesenia (863) 547-9839

Ship To
 Solterra Resort
 5200 Solterra Blvd
 Davenport, FL 33837
 Yesenia (863) 547-9839

QUOTE VALID FOR 30 DAYS	*Terms	Rep	FOB	Vendor #
	50% Dep, Bal COD	EMR		

Description	Qty	Price	Total
Pick - Up & Delivery	1	550.00	550.00

Signature required confirming items ordered, quantity, color selection, terms and delivery address.

Subtotal	\$7,675.00
Sales Tax (6.5%)	\$463.13
Total	\$8,138.13

Authorized Signature: _____
 Please Print Name: _____
 Date: _____

YOUR P.O. No. _____

*NOTE: PAYMENT VIA CREDIT CARD WILL INCUR AN ADDITIONAL 3% HANDLING FEE - UNLESS NOTED ABOVE ON QUOTE.



QUOTATION

610 Irene Street Orlando, FL 32805
 800-724-3820 407-294-9041
 Fx: 407-294-0513
 www.sunbritefurniture.com

Date 6/21/2022 Quote # 20922

Solterra Resort
 c/o Evergreen Lifestyles Mgt.
 270 W. Plant Street #340
 Winter Garden, FL 34787
 Yesenia (863) 547-9839

Ship To
 Solterra Resort
 5200 Solterra Blvd
 Davenport, FL 33837
 Yesenia (863) 547-9839

QUOTE VALID FOR 30 DAYS	*Terms	Rep	FOB	Vendor #
	50% Dep, Bal COD	EMR		

Description	Qty	Price	Total
Please Note: Due to increased demand for outdoor products, our industry is experiencing unusually long production lead times, as well as longer transit times from all freight/LTL carriers. Lead times provided to you at the time your orders are submitted are **estimated** lead times, and are subject to change based on availability of materials, order volume & shipping transit times. **SHIPPING QUOTES PROVIDED TO YOU ARE **ESTIMATED COSTS** AND SUBJECT TO CHANGE BETWEEN NOW AND THE TIME YOUR ORDER IS READY TO SHIP** LEAD TIME IS 20 - 30 WEEKS FROM DATE OF DEPOSIT.			
144S Horizontal Strap Chaise Lounge 18" seat height with arms FRAME COLOR: VINYL COLOR: VINYL ACCENT COLOR(OPTIONAL):	57	235.00	13,395.00T
ESTIMATED >>>DUE TO SEASONAL RATE CHANGES - ARE ONLY VALID FOR 2 WEEKS AS THE SHIPPING RATES VARY DAILY. ORDER MUST BE SHIPPED WITHIN 2 WEEKS OF THIS QUOTE.	1	450.00	450.00

Signature required confirming items ordered, quantity, color selection, terms and delivery address. Authorized Signature: _____ Please Print Name: _____ Date: _____	Subtotal	\$13,845.00
	Sales Tax (6.5%)	\$870.68
	Total	\$14,715.68

YOUR P.O. No. _____

*NOTE: PAYMENT VIA CREDIT CARD WILL INCUR AN ADDITIONAL 3% HANDLING FEE - UNLESS NOTED ABOVE ON QUOTE.



ADMIRAL FURNITURE

707 S W 20th St
 Ocala , FL 34471
 800-999-2589
 Fax: 352-629-2860
www.admiralfurniture.com

QUOTE / ACKNOWLEDGEMENT

Quote # ACFQ60611
Date 09/09/22
Cust. PO#

Sold To:

Solterra Resort CDD
 Kyla Semino
 5200 Solterra Blvd

Ship To:

Solterra Resort CDD
 Kyla Semino
 5200 Solterra Blvd

Davenport FL 33837
 Phone: (386)822-4195 ext. 103 Fax:
 ksemino@evergreen-lm.com
 Management Co.

Davenport FL 33837
 Phone: (386)822-4195 ext.103 Fax:

Owner/Developer

FOB	Sales Rep	Ship Via	Proposed Shipping Time	Terms
Factory	Matt Graham	Best Way	8-12 weeks for Lounges; UMBs 10 - 16 weeks	50% DEP/BAL. NET 30

Qty	Model #	Description	Unit Price	Ext. Price
129	71203	CURV Vinyl Chaise LoungeCUR	\$288.00	\$37,152.00



10	FR845FMC	7.5' Fiberglass Market Umbrella w/ Sunbrella Fabric - Crank Lift / No Tilt	\$415.53	\$4,155.30
----	----------	--	----------	------------



SubTotal \$41,307.30

3.0% Product Surcharge \$1,239.22



Qty	Model #	Description	Unit Price	Ext. Price
	Frame: TBD	Table Top:	SubTotal	\$42,546.52
	Vinyl or Sling: TBD		Sales Tax	\$0.00
	Accent:		Estimated Shipping	\$1,995.00
	Umbrella: TBD	Umb. Pole: TBD	Total	\$44,541.52
			Deposit Amount	\$22,270.76

Due to the increase in fuel charges, prices and freight rates can only be guaranteed for 30 days. Please consult your sales representative for updated freight quotes. Freight rates quoted are for curbside delivery only. Inside delivery and lift gate charges are additional.

All Fiberglass Umbrellas are composed of Fiberglass composite ribs and come with a 5-year warranty.

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. (Applicable sales tax will apply). We also accept most major credit cards
Returns: No returns accepted without written authorization in advance by Sundrella and return freight prepaid. All furniture remains the property of Sundrella until invoice is paid in full.
Restocking charges may apply. Without written notice from the customer within 24 hours, this order becomes non-cancellable and no changes are accepted.
Freight: All products are shipped F.O.B. Factory 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 damage to cartons on the freight bill upon delivery.



EXHIBIT 10



Options Clubhouse	Customer ✓ Kyla Semino Winter Garden, FL	Delivery ✓	Protection 0 of 31 Protected	Credit
-----------------------------	---	-------------------	--	---------------

Sale Item [Show AFS](#) Unit Price Qty Total [More](#) ▶



AVALON Upholstered Dining Chair
21w x 35h x 26d
0-6500-1458

Promo \$
175.99 12 \$
~~\$ 179.99~~ 2,111.88
Was \$ 199.99

Marble tops will have variations in color. Acids from citrus, soft drinks, and alcohol will damage marble. Avoid placing beverages, hot pots, or serving dishes directly on marble top to prevent damage or rings.



CARRARA Rug, 8 x 10, Blue
122w x 1h x 94d
0-8000-9559

Promo \$
765.59 1 \$ 765.59
~~\$ 782.99~~
Was \$ 869.99

Make the most out of your rug purchase by adding a Luxehold or All-N-One rug pad.



EMORY Coffee Table, Weathered Sand
48w x 19h x 26d
0-4000-3672

Promo \$
439.99 1 \$ 439.99
~~\$ 449.99~~
Was \$ 499.99



EMORY Console Table, Weathered Sand
56w x 30h x 19d
0-4000-3677

Promo \$
439.99 1 \$ 439.99
~~\$ 449.99~~
Was \$ 499.99



EMORY End Table, Weathered Sand
24w x 24h x 24d
0-4000-3673

Promo \$
290.39 2 \$ 580.78
~~\$ 299.99~~
Was \$ 329.99



Emory Round Dining Table, Weathered Sand and Marble
52w x 30h x 52d
5-6598-0215

Promo \$
967.99 3 \$
~~\$ 999.99~~ 2,903.97
Was \$ 1,099.99

Marble tops will have variations in color. Acids from citrus, soft drinks, and alcohol will damage marble. Avoid placing beverages, hot pots, or serving dishes directly on marble to prevent damage or rings.

Expect slight variations in the marble as each item is unique.



RUG PAD 92x116 Luxehold Pad, 8 x 10
92w x 1h x 116d
0-8000-7710

Promo \$
123.19 1 \$ 123.19
~~\$ 125.99~~
Was \$ 139.99

Make the most out of your rug purchase by adding a Luxehold or All-N-One rug pad.



SATURN Sofa, Concise Spa
88w x 35h x 37d
1-2500-9509

Promo \$
1,935.99 2 \$
~~\$ 2,049.99~~ 3,871.98
Was \$ 2,199.99





STOCKTON Stool, Bar-Height, Cream
 20w x 30h x 14d
 0-6500-1245

Promo \$ 219.99
 \$ 229.99 \$ 1,759.92
 Was \$ 249.99

P Sales Associate



Angeli Villanueva
 Thompso

Designer



Gigi Merriman

Product sub-total ~~\$ 14,769.69~~ 12,997.29 You saved 1,772.40

Top drawer delivery 599.99

Gold plan protection 0.00

Sales tax 844.85

Sale total ~~\$ 14,442.13~~ \$ 14,442.13 You saved 1,772.40

Page Load:0.0

CID:700005152192, WksNbr:38866218, WksProgressPoint:WORKSHEET_CREATED Created: 2022-11-25-12.45.23.932000, Updated: 2022-12-05-16.44.35.392000, UpdatedOnSession: 2022-12-05-16.44.35.392000, TaxRate:0.065

salesctr02-1 Sales_7.8.18 Wed Dec 14 07.25.14 EST 2022 106206SP0224

<p>Product \$ 188.99 Was \$ 249.99</p>	<p>1</p>	<p>125w x 17 x 18d 0-6500-1245</p>	<p>STOCKTON Stool, Bar-Height, Cream</p>
<p>Product \$ 439.99 Was \$ 489.99</p>	<p>1</p>	<p>48w x 19h x 36d 0-6500-1245</p>	<p>EMORY Coffee Table</p>
<p>Product \$ 439.99 Was \$ 489.99</p>	<p>1</p>	<p>55w x 30h x 19d 0-6500-1245</p>	<p>EMORY Console Table</p>
<p>Product \$ 599.99 Was \$ 649.99</p>	<p>1</p>	<p>55w x 30h x 24d 0-6500-1245</p>	<p>EMORY End Table</p>
<p>Product \$ 599.99 Was \$ 649.99</p>	<p>1</p>	<p>55w x 30h x 24d 0-6500-1245</p>	<p>EMORY Round Dining Table</p>
<p>Product \$ 127.99 Was \$ 189.99</p>	<p>1</p>	<p>55w x 10h x 58d 0-6500-1245</p>	<p>MARCA Rug</p>
<p>Product \$ 127.99 Was \$ 189.99</p>	<p>1</p>	<p>55w x 10h x 18d 0-6500-1245</p>	<p>RUG PAD 55x18 Washable</p>
<p>Product \$ 1,039.99 Was \$ 1,189.99</p>	<p>1</p>	<p>85w x 36h x 37d 0-6500-1245</p>	<p>SATURN Sofa, Corchona 85w</p>



EXHIBIT 11





"Quality Guaranteed"

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: _____
Signature: _____

Date: _____
Signature: _____

Samdri Pool Tech, LLC

Date: _____
Signature: _____

Soltera Resort Board of Directors

Samdri Pool Tech, LLC
10000 E. Lake Mead Blvd.
Scottsdale, AZ 85258
Cell: 480-953-1378

Service Agreement for:
Soltera Resort

This agreement is for the weekly pool maintenance and chemical supply for all locations (1 large pool, 1 spa, and 1 lazy river)

Our services for cleaning and maintaining the pools would be 1 time a week

Pool Cleaning Includes:

- Test water and adjust water chemistry
- Maintain proper water balance (PH, calcium, Chlorine, alkalinity and CYA)
- Hot vacuum, brush walls and floor as needed if
- Clean filters to maintain flow required
- Clean tiles as needed if
- Maintain health department records
- Maintain water levels to allow pumps to operate at maximum efficiency
- Report any equipment defects to management (if Samdri Pool Tech can do the repair we will send a proposal for approval before service is performed)
- Maintain pool equipment 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 \$2,500/month. Samdri Pool Tech, LLC is responsible for providing their own workers compensation and general liability insurance as well as keeping their license current. Samdri Pool Tech, LLC will be responsible for the cost of the service.

All payments are due on the 15th of each month.

This agreement defines the understanding of services between Soltera Resort and Samdri Pool Tech, LLC. This agreement should you accept, shall begin 1/1/2018, unless noted otherwise herein, and continues 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 the 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, in all suits or claims, including but not limited to any involving allegations of negligence or malpractice against Samdri Pool Tech, LLC. Venue for any dispute shall be resolved in arbitration between the two parties in Osceola County, Florida. Should either party need to seek legal assistance for the enforcement or breach of this agreement, then that party shall be entitled to prevailing party fees and cost, including attorney's fees and costs.

Water Works Aquatic Services

Pool Services Proposal

For

Solterra Resort

5200 Solterra Blvd

Davenport, FL. 33837

We would like to thank the Board of Solterra for the opportunity to present our proposal for delivering pool services to your resort. Water Works Aquatic Services is a locally owned and family run business currently providing pool services in Polk and Osceola counties. We pride ourselves on not being the biggest but in providing the best service possible for our clients. Our primary focus is on servicing commercial resorts, like your property, and developing long term working relations with the resort management. Unlike other pool companies we are only interested in adding one more client. One key factor that we hope you will take into consideration when comparing all the quotes you will receive is that we do not leave your property until we have done everything within our power to make sure you are up and running and within the requirements of the State of Florida. We won't have time restraints because we have other pools to service and leave your property with the job not completed.

Unfortunately there may be mechanical issues or things that we are unable to repair that might require closing your pools but you can rest assured that it won't be from a lack of effort on our part. Should a problem arise that needs our immediate attention we are just a phone call away. Your phone call will be answered by the owners of Water Works and not someone in the office. We are usually able to handle emergency calls within a short period of time. We treat every pool we service like it is our own and keeping our clients happy is our number one priority.

Below is a list of the services that we provide that we believe will be important and needed by your facility. This list can be added to as well if there is something missing that you would like to see added. After seeing your facility and equipment first hand, in order to keep your facility up to the standards we set for our pools, we believe that it will take approximately 5-6 labor hours per day. For a two man crew, working 7 days per week, this will amount to between 35-42 hours each week. We do service our pools on all holidays as well. After seeing your pools personally I can say without any reservation that the company you currently have is not coming anywhere close to this amount of time maintaining your pools. I should also mention that we both have been CPO certified and have been for many years. Between the two of us we have over 40 years of pool experience. I would also like to say that in all this time we have never been closed down by the state for any reason and have received compliments from the state inspectors on one occasion while inspecting Solara Resorts which we have been servicing for the past 5 years.

1. Test and maintain pool chemistry in all pools as required by the State of Florida.
2. Maintain all documentation and records as required by the State of Florida.
3. Order all pool chemicals as needed with an approved Solterra supplier.
4. Vacuum, brush, and clean all pools on a daily basis. Pool tile will be cleaned as needed.
5. Clean and maintain all pool filtration equipment as needed.
6. Monitor chemical supply computers and adjust as needed per the State of Florida requirements.
7. Clean or replace all Stenner lines as needed.
8. Add chemicals to maintain fountains/waterfall as needed.
9. Maintain a clean working area in and around pool filtration equipment.
10. Notify and discuss any potential problems with Solterra Management on a regular basis.

For the above services that we listed and given the amount of labor needed daily to address these items we are asking for a monthly service fee of \$6,500.00. While we realize that this amount is above what you are currently paying and that our bid will not be the lowest you receive we do feel that our services are well worth the dollar amount that we are asking for. We also welcome your checking with others regarding our services. Below I listed a current client and your current chemical sales rep, who referred us to Solterra, that will both recommend and tell you about the services we provide for our customers.

References:

Lynn Wracam: Manager Solara Resorts – Cell: 860-884-0996

Michael Evans: Sales for Spies Pool Company – Cell: 407-908-7076

Below are additional services we can provide, as requested, for an additional charge. Costs would be determined prior to doing the work. Solterra management would need to approve all repairs.

1. Provide emergency services, due to unforeseen problems, requiring immediate adjustments to chemicals and requiring additional cleaning per the State of Florida.
2. Replace or repair pool equipment as able or refer repairs to a Solterra Resorts authorized pool repair company.

Please feel free to contact me if you wish to discuss any of these items on our proposal or if you would like something added please contact me. We are also more than happy to meet with you in person to discuss this in more detail if you desire that. Should the board find our proposal acceptable we will have a formal contract drawn up and submitted for signatures with an official start date for us to begin our services. Again, we thank you for the opportunity to have your consideration for our proposal and we hope to hear back from you in the near future.

Andy and Jamie Haase

Water Works Aquatic Services

6000 Timberlane Road

Lake Wales, FL. 33898

Andy – Cell: 765-425-8400

Jamie – Cell: 765-635-6573

Water Works – Office: 863-949-0202



EXHIBIT 12



Hello, this is your estimate

Location: 5200 Solterra Boulevard, Davenport, FL, 33837

JOB ID

127802753

Ductless AH wheel cleaning

\$718.08

Your Price

-\$126.72

Member Savings

Summary

2 tech needed for this job unit is in a bad spot a lot of oil on the floor



C-HE103--60

Standard Price	Member Savings	Your Price
\$422.40	-\$63.36	\$359.04

The dirty blower wheel assembly has been removed from the air handler cabinet and cleaned with a precision brush. After proper installation, blower wheel and motor have been tested for proper system operation.

[View Less](#)



C-HE103--60

Standard Price	Member Savings	Your Price
\$422.40	-\$63.36	\$359.04

The dirty blower wheel assembly has been removed from the air handler cabinet and cleaned with a precision brush. After proper installation, blower wheel and motor have been tested for proper system operation.

[View Less](#)

Subtotal

\$844.80



Tax	\$0.00
Member Savings	-\$126.72
Total	\$718.08



EXHIBIT 13
Security Information
Distributed Under
Separate Cover



EXHIBIT 14



ENTRY GATE POLICY
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

The Solterra Resort Community Development District (“CDD”) owns and maintains the CDD’s community roadways, and in connection therewith, has installed a gatehouse and state-of-the-art security system to provide a visible boundary at the entry and exit point to the community. The security system is equipped with high definition cameras that observe and record anyone seeking to enter the community at the access point. Moreover, the security system is staffed 24/7 with live and/or virtual gate officers who monitor the system and access to the community.

DAYTIME ACCESS. Residents or their authorized guests who have registered with the CDD’s security provider at www.myenvera.com will be granted access. When visitors approach the gatehouse, the gate officer will greet the visitor and ask for and record the visitor’s name and other pertinent information regarding the visitor and his or her reason for visiting the community. Access will not be refused during the daytime, but any visitor refusing to provide the requested information and/or any other suspicious activity may be recorded by the CDD’s security cameras, and in the guard’s log, at the access point. Additionally, the gate officers have been directed to contact the CDD Manager and/or emergency personnel to monitor or otherwise address any suspicious situation. The system functions more efficiently, and wait times are reduced, when everyone within the community participates and registers with the CDD’s security provider. As such, we encourage you to register at www.myenvera.com. Information can also be found under the Docs and Info section of the website for the Solterra Resort Homeowner’s Association, Inc. (“HOA”), www.solterrahoa.com.

NIGHT-TIME, ACCESS. For health, safety and welfare reasons, the following policy shall apply on evenings from the hours of 10 p.m. and 5 a.m. Anyone seeking to access the community gate during those times must show that they are authorized to park within the community by registering with the CDD’s Envera system (referenced above), or showing a valid reservation (or other proof indicating that they are on official HOA, CDD or other governmental or medical business). Pursuant to the HOA’s parking policy, no more than 5 cars per address will be issued visitor parking passes during these hours unless prior arrangements have been made with the HOA. The gate officers should explain to those entering without proof of authorization that all vehicles parked in the community during these hours which are not displaying on the dashboard a valid visitor parking pass or other indication of permission to park, and any vehicles even with a pass that is obstructing the public right-of-way, will be subject to towing without further notice. **In situations where traffic flow is restricted and emergency access is at risk of being impeded, gate officers should call the police/sheriff and may temporarily deny entry to those vehicles without proof of the right to park in an authorized area.**

NOTE: Cars parked within the community and without a valid visitor parking pass may be towed by the HOA or Sheriff’s Office, pursuant to CDD agreements and HOA parking policy. Any car illegally parked and blocking traffic may be immediately towed without prior notice by the HOA, the CDD’s security provider, or the Sheriff’s Office.

PLEASE BEAR IN MIND THAT, WHILE THE CDD’S SECURITY SYSTEM IS INTENDED TO IMPROVE THE SAFETY OF BOTH PERSONS AND PROPERTY WITHIN THE COMMUNITY, NO SECURITY SYSTEM CAN GUARANTEE SUCH SAFETY, AND THE CDD IS NOT LIABLE FOR ANY FAILURE OF THE SECURITY SYSTEM TO PREVENT HARM FROM OCCURRING TO PERSONS OR PROPERTY. ACCORDINGLY, ALL INDIVIDUALS ARE ENCOURAGED TO TAKE REASONABLE STEPS TO PROTECT THEMSELVES AND THEIR PROPERTY, INCLUDING BUT NOT LIMITED TO BY REPORTING SUSPICIOUS ACTIVITY TO THE CDD MANAGER AT PATRICIA.COMINGS-THIBAUT@DPFG.COM AND THE POLK COUNTY SHERIFF’S OFFICE AT (863)298-6200.

Please let us know if you have any questions regarding the CDD’s security system. We can be reached at (321)263-0132, ext. 4205.

Patricia Comings-Thibault
CDD Manager
Solterra Resort Community Development District



SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
RULES RELATING TO PARKING AND PARKING ENFORCEMENT

Text of Revised Rules

The proposed revisions to the existing parking rules are comprised of the underlined addition of Section 4 to the District's existing Parking and Enforcement Rule below. The remainder of the District's rule shall remain in full force and effect:

SECTION 1. INTRODUCTION. The District finds that parked Vehicles (hereinafter defined) on certain of its property cause hazards and danger to the health, safety and welfare of District residents and the public. This Rule is intended to provide the District's residents and paid users with a means to remove such Vehicles from District designated Tow-Away Zones (hereinafter defined) consistent with this Rule.

SECTION 2. DEFINITIONS.

- A. *Commercial Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B. *Mobile Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- C. *Park; Parked; or Parking.* A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.
- D. *Recreational Vehicle.* A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- E. *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action as further provided within this Rule.
- F. *Vehicle.* Any Mobile Vehicle, Commercial Vehicle, Vessel, or Recreational Vehicle.
- G. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

SECTION 3. DESIGNATED PARKING AREAS. Parking of any Vehicle in the area on the District's roadways depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Prohibited Street Parking Areas**") shall be prohibited. Any Vehicle parked on District property, including District roads, must do so in compliance with all laws, ordinances and codes.



SECTION 4. DESIGNATED PARKING AREAS – WEEKEND HOURS. Parking during the time period between 10:00 p.m. on Friday evening through 5:00 a.m. on Saturday morning and from 10:00 p.m. on Saturday evening through 5:00 a.m. Sunday (the “Weekend Hours”) morning is further restricted. Parking in the Designated Parking Areas is only permitted during the Weekend Hours with a special pass to be issued by gate security. The Weekend Hours passes shall be limited to five (5) per address. Any Vehicle parked in the designated parking areas without this pass shall be subject to towing at the owner’s expense.

SECTION 5. ESTABLISHMENT OF TOW-AWAY ZONES. At all times, the Prohibited Street Parking Areas depicted in **Exhibit A** and other areas governed by the Weekend Hours provision of Section 4 above, shall be “Tow-Away Zones.” Any Vehicle parked in violation of this Rule may be towed by the District at the sole expense of the owner of such Vehicle if it remains in violation of the terms and conditions of this Rule. The District shall not be liable to the owner of such Vehicle for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such Vehicle to receive any notice of said violation shall be grounds for relief of any kind. All towing shall be performed in accordance with section 715.07, *Florida Statutes*.

SECTION 6. EXCEPTIONS.

- A. VENDORS/CONTRACTORS/SPECIAL EXCEPTIONS.** Under special circumstances to be established by the District Manager, the District Manager or his/her designee may authorize vendors/consultants and/or others in writing to park vehicles on District roadways. All vehicles so authorized must be identified by a written parking pass from the District Manager or his/her designee.
- B. DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES.** Delivery vehicles, including but not limited to, U.P.S., Fed Ex, moving company vehicles, and lawn maintenance vendors may park on District property while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also park on District Property while carrying out official duties.

SECTION 7. TOWING/REMOVAL PROCEDURES.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District’s Board of Supervisors and shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Vehicle, the District Manager or his/her designee must verify that the subject Vehicle was not authorized to park under the Rules provided herein, then must contact a firm authorized by Florida law to tow/remove Vehicles for the removal of such unauthorized Vehicle at the owner’s expense. The Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*. Notwithstanding the foregoing, a towing service retained by the District may tow/remove any Vehicle parked in the Tow-Away Zone.
- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District’s Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized Vehicles and in accordance with Florida law and with the Rules set



forth herein. Pursuant to Section 190.012(2)(d), *Florida Statutes*, the District's selection of a towing operator is not subject to public bidding if the towing operator is included in an approved list of towing operators maintained by Polk County.

SECTION 8. PARKING AT YOUR OWN RISK. Vehicles may be parked on District property pursuant to this Rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such Vehicles.

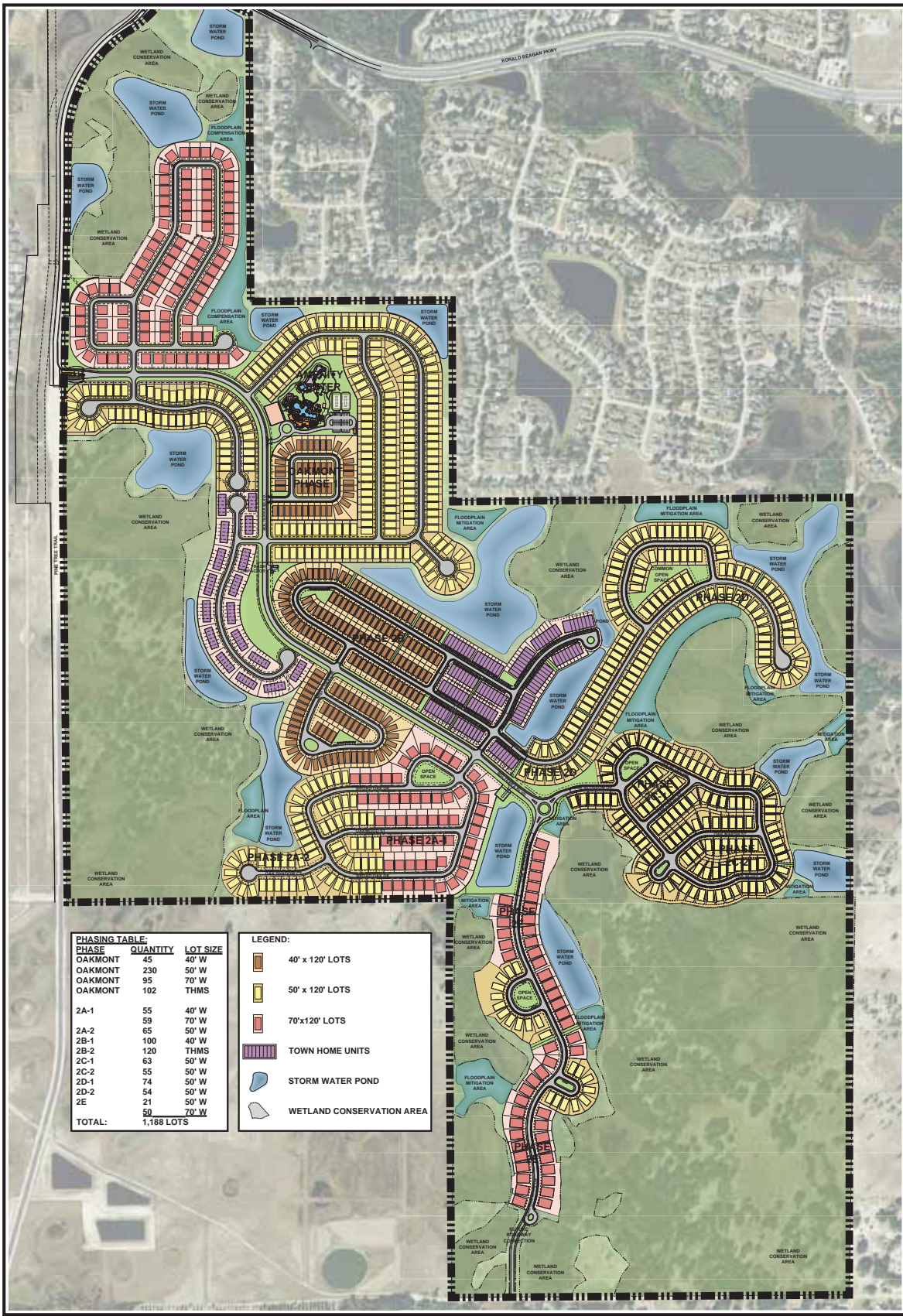
EXHIBIT A – *Prohibited Street Parking Areas*

Effective Date: August 27th, 2020



EXHIBIT A – *Prohibited Street Parking Areas*





PHASING TABLE:

PHASE	QUANTITY	LOT SIZE
OAKMONT	45	40' W
OAKMONT	230	50' W
OAKMONT	95	70' W
OAKMONT	102	THMS
2A-1	55	40' W
2A-2	59	70' W
2A-2	65	50' W
2B-1	100	40' W
2B-2	120	THMS
2C-1	63	50' W
2C-2	55	50' W
2D-1	74	50' W
2D-2	54	50' W
2E	21	50' W
59	70' W	
TOTAL:	1,188	LOTS

LEGEND:

- 40' x 120' LOTS
- 50' x 120' LOTS
- 70'x120' LOTS
- TOWN HOME UNITS
- STORM WATER POND
- WETLAND CONSERVATION AREA

Solterra Resort - Phase 1 and 2
Overall Master Plan Exhibit

Kolter Land Partners
Polk County, Florida

DATE:	DATE:	JOB #:	JOB #:
01/20/2011	01/20/2011	01/20/2011	01/20/2011
MASTER PLAN GRAPHIC EXHIBIT	MASTER PLAN GRAPHIC EXHIBIT	MASTER PLAN GRAPHIC EXHIBIT	MASTER PLAN GRAPHIC EXHIBIT

SCALE: 1" = 300'
HALF SCALE 11" BY 17"

HEIDT DESIGN

This is a preliminary concept and plan set subject to agency consultation. Final design, engineering and governmental approvals, additional drawings, thresholds and final site study are required and may affect final work and layout.

SOUTHERN RESORT MASTER PLAN/LANDSCAPE ARCHITECTURE ARCHITECTURE EXHIBIT - MACCORMACK/ANGLON/VAUGHN/ARCHITECTS - JOSEPH COLLINS



LICENSE AGREEMENT FOR PARKING ENFORCEMENT

This License Agreement for Parking Enforcement ("**Agreement**") is made and entered into, to be effective, as of the 1st day of _____, 2019, by and between:

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT ("District"), a community development district formed pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o DPFPG, 250 International Parkway, Suite 280, Lake Mary, Florida 32746; and

SOLTERRA RESORT HOMEOWNER'S ASSOCIATION, INC. ("Association"), and together with the District, the "**Parties**", a Florida non-profit corporation, whose address for purposes hereof is c/o Evergreen Lifestyles Management, 2100 South Hiawasse Road, Orlando, Florida, 32835.

WHEREAS, the District and the Association both provide certain services to the community within the boundaries of the District; and

WHEREAS, the Association has adopted certain parking restrictions ("**HOA Parking Rules**") through the Association's declarations ("**Declarations**"), which are recorded at Instrument No. 2012225511, Book 08825, Pages 1490-1556, and which the Association desires to enforce; and

WHEREAS, among other improvements, the District is the owner of certain of the roadways ("**CDD Roadways**") within the District, as shown in **Exhibit A**; and

WHEREAS, in order to give effect to the HOA Parking Rules, the Association has requested that the District provide the Association with a license to access the CDD Roadways and in order to enforce the HOA Parking Rules, and, subject to the terms of this Agreement, the District desires to provide such a license.

NOW THEREFORE, in consideration of the recitals set forth above and the terms and conditions provided below, the Parties agree as follows:

1. **LICENSE.** The District hereby provides a license to the Association to enforce the HOA Parking Rules on the CDD Roadways and in a manner consistent with **Exhibit B** and this Agreement.
2. **"As-Is" BASIS.** The District's grant of a license hereunder is on an "as-is" basis, and the District makes no warranties or representations of any kind in connection with this Agreement, including but not limited to the condition of the CDD Roadways, the adequacy and/or lawfulness of any existing traffic signs and markings, etc.
3. **CONDITIONS.** The Association shall exercise its rights hereunder subject to the following conditions:
 - a. The Association shall be responsible for all costs of exercising its rights hereunder, including but not limited to enforcement of the HOA Parking Rules.
 - b. The Association shall be responsible for providing at its costs any necessary signage and/or markings regarding parking and parking enforcement. The Association shall notify

the District in writing at least 5 days prior to installing any such signage and/or markings, and all such signage and/or markings must be compliant with applicable law.

- c. The Association shall exercise its rights hereunder in compliance with all applicable laws and ordinances and the orders, rules, regulations and requirements of all governments and entities having jurisdiction, including but not limited to Polk County, as well as the District's rules and policies, as may be established and/or amended from time to time.
- d. The Association shall ensure that the HOA Parking Rules are only enforced against those who are subject to the HOA's Declarations.
- e. The Association shall provide written notice to the District as to all accidents or claims for damage relating to any exercise of the Association's rights hereunder, within twenty-four (24) hours or as soon as reasonably possible.
- f. The District and the Association shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other.
- g. To avoid an adverse effect on the exclusion of interest on the District's bonds, or in order to allow the District to issue tax exempt bonds when refinancing its existing bonds, the Association shall only exercise its rights hereunder in accordance with this Agreement and shall not restrict public access to the CDD Roadways.

4. **INSURANCE.** The Association shall procure and maintain liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) personal injury liability per person, and One Million Dollars (\$1,000,000.00) property damage liability per occurrence. The Association agrees to purchase such insurance from an admitted insurer with a Best's rating of A or better. The Association shall furnish the District with a certificate of such insurance naming the District, and its supervisors, staff, employees, representatives, and agents as additional insureds. The policy shall provide that coverage may not be terminated without thirty (30) days prior written notice to the District. In the event the Association exercises its rights to install signs and/or markings on the CDD Roadways, as may be authorized under Section 3.b. of this Agreement, the Association will secure or cause to be secured worker's compensation insurance for all contractors, subcontractors or vendors.

5. **PROHIBITION AGAINST LIENS.** Nothing contained in this Agreement creates a right in the Association to permit any construction or mechanic liens to encumber the CDD Roadways. The Parties acknowledge that the District, as a local unit of special-purpose government, is not subject to the lien provisions of Chapter 713, Florida Statutes. In the event a lien is filed, within thirty (30) days following the imposition of any such lien, the Association shall cause such lien to be released of record by payment. The District shall have, in addition to all other remedies provided herein and by law, the right, but not obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by the District and all expenses incurred by it in connection therewith, including reasonable attorney's fees and costs, shall be payable to the District by the Association on demand.

6. **INDEMNIFICATION.** The Association agrees to indemnify, defend, and hold harmless the District and its supervisors, staff, employees, representatives, and agents from any and all liability, claims,

actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the exercise of any of the Association's rights hereunder. Nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liabilities contained in section 768.28, Florida Statutes, or other law.

7. **NOTICES.** Any notice that either Party may or is required to give may be by personal delivery or by Certified U.S. Mail, or overnight delivery, to the Association or the District at the addresses first above written, or to such other place(s) as either Party may inform the other in writing.

8. **TERMINATION.** Either Party may terminate this Agreement immediately with cause or without cause upon ten (10) days prior written notice.

9. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10. **DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. In the event that either the District or the Association is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

11. **ENTIRE AGREEMENT.** The terms and conditions of this Agreement are the entire agreement and understanding of the parties. Association acknowledges that it has read this Agreement and understands its provisions and agrees its occupancy of the Premises is subject to the terms of this Agreement.

12. **ASSIGNMENT.** This Agreement may not be assigned without the prior written consent of the Parties. Any such purported assignment without the prior written consent of the Parties shall be void.

13. **CONTROLLING LAW AND VENUE.** This 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 Agreement.

14. **SEVERABILITY.** 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.

15. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

16. **BINDING EFFECT.** This 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.


17. **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 Agreement, and that the respective Parties have complied with all the requirements of law, and have full power and authority to comply with the terms and provisions of this instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the District and Association have caused this Agreement to be executed as of the day and year first above written.

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Name Printed: JAMES P. HARVEY
Title: CHAIRMAN

**SOLTERRA RESORT HOMEOWNER'S
ASSOCIATION, INC.**


By: 
Name Printed: JAMES P. HARVEY
Title: PRESIDENT



EXHIBIT A

CDD Roadways



EXHIBIT B

HOA Parking Rules

All vehicle owners or other legally authorized persons in control of any vehicle entering onto the Solterra Resort, located at 5200 Solterra Boulevard in Davenport, Florida, agree to abide by all parking rules as established by the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) and Rules and Regulations of the Solterra Homeowners Association, Inc. In accordance with Florida Statute, Chapter 715, the Solterra Resort may cause any vehicle or vessel parked on such property without permission or not within compliance of established guidelines to be removed by a person regularly engaged in the business of towing vehicles or vessels, without liability for the costs of removal, transportation, or storage or damages caused by such removal, transportation, or storage. Article 8, Section 8.01(H) of the Solterra Resort CCRs also empowers the Board of Directors to promulgate additional parking guidelines. Therefore, parking is only allowed as provided for in these parking rules, which include but are not limited to:

- Garages shall not be utilized as living, storage or recreation space. Garages must be kept free and clear of debris and shall at all times be capable of storing the full capacity of vehicles for which it was built.
- Owners, residents, and guests shall first fully utilize the garage for parking of vehicles and once the garage is full, the driveway shall be fully utilized as the second option.
- Each townhome has two designated parking spaces with the unit number clearly marked on the stall. Vehicles improperly parked in a space marked for another unit is subject to immediate towing.
- Only after the garage, driveway, and designated townhome parking spaces are utilized may a vehicle park on the street. Vehicles must be parked in designated spaces and placed fully within the striped pavement markings.
- Parking in common area parking spaces (not including the clubhouse/amenity center) shall be on a first come/first serve basis. However, vehicles shall not be parked in the same space for more than three (3) consecutive days or may be subject to towing.
- No overnight parking at the clubhouse is allowed. Violators are subject to immediate towing.

Towing Guidelines

- Management or its designated agents will monitor for vehicles that are eligible for towing under the below criteria and issue a notice at least twenty-four (24) hours prior to the vehicle being towed, except in cases where the vehicle is parked in a manner which may impede the passage of emergency vehicles, including utility repair vehicles, or on any lawn or greenspace.
- Towing must be conducted in accordance with all state and county laws and ordinances.
- The management company and tow companies shall maintain a list of authorized agents who can authorize towing, which include at a minimum the Resort Management team, Concierge and all persons assigned as Gate Attendants along with the Area Supervisor of the security company. Only approval by the Community Development District (CDD) or the Association can change the authorized agents. No one else shall have the authority to request to have a car towed. Individual owners may request tows for disabled vehicles or if a car is blocking their driveway or parking on their private property without permission from authorized agents. But in those circumstances the



owner or person requesting the tow shall be the agent and the Resort is not involved or responsible in any way.

- Vehicles may also be towed for the following reasons:
 - Blocking or impeding passage on the sidewalk;
 - Blocking or impeding the passage of emergency vehicles, including utility repair vehicles;
 - Extending over the markings for a parking spot;
 - Vehicles parked on any portion of Solterra common property or a Lot;
 - Vehicles with expired registration, expired license plates, flat tires or in any other state of disrepair and cannot be moved under their own power;
 - Commercial vehicles, recreational vehicles, trailers, self-propelled motorhomes, motorcycles and boats that are not parked in an enclosed garage.
- Any persons listed on the authorized agent list shall have the authority at any time they observe a parking violation to call or preferably email the towing company and request a tow.
- The tow driver must take photos prior to moving the vehicle. The photographic evidence must be undeniably clear that the vehicle was in violation of any of the rules listed above.
- Once the vehicle is towed and on site at the towing company, the towing company shall as quickly as possible send an email to the Association Manager and any other designated persons with the photos attached. The subject of the email should include the closest address or general area from where the vehicle was towed and the color and make of the vehicle.



FIRST AMENDMENT TO LICENSE AGREEMENT FOR PARKING ENFORCEMENT

This First Amendment to License Agreement for Parking Enforcement ("**Amendment**") is made and entered into, to be effective, as of the 1st day of _____, 2022, by and between:

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT ("District"), a community development district formed pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o DPGF, 250 International Parkway, Suite 280, Lake Mary, Florida 32746; and

SOLTERRA RESORT HOMEOWNER'S ASSOCIATION, INC. ("Association"), and together with the District, the "**Parties**", a Florida non-profit corporation, whose address for purposes hereof is c/o Evergreen Lifestyles Management, 2100 South Hiawasse Road, Orlando, Florida, 32835.

WHEREAS, the parties previously entered into that certain *License Agreement for Parking Enforcement* ("**Agreement**") whereby the District authorized the Association to provide certain parking enforcement services for the District's roadways; and

WHEREAS, as part of the Association's services, the parties additionally desire for the Association to enter into an *Agreement for Traffic Control on Private Roads* ("**County Agreement**"), in the form attached hereto as **Exhibit A**, whereby the Polk County Sherriff's Office would provide traffic and parking enforcement on the CDD Roadways;

NOW THEREFORE, in consideration of the recitals set forth above and the terms and conditions provided below, the Parties agree as follows:

1. **AMENDMENTS.** The District hereby authorizes the Association, as part of the Agreement, to enter into the County Agreement in the form attached hereto as **Exhibit A** and allow the County Sherriff's Office to provide additional parking (and traffic) enforcement on the CDD Roadways. The Association shall be responsible for all costs and other obligations of any kind under the County Agreement. The District reserves the right to cause the Association to terminate the County Agreement at any time and upon written notice to the Association.

2. **AFFIRMATION OF THE AGREEMENT.** The parties agree that nothing contained herein shall alter or amend the parties' rights and responsibilities under the Agreement, except to the extent set forth in Section 1 of this Amendment. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

3. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the parties, the parties have complied with all the requirements of law, and the parties have full power and authority to comply with the terms and provisions of this instrument.

4. **EFFECTIVE DATE.** This Amendment shall be effective after execution by the parties.

5. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but 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.

IN WITNESS THEREOF, the parties execute this Amendment effective as of the date and year first written above.

[THIS SPACE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the District and Association have caused this Amendment to be executed as of the day and year first above written.

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

By: Cardell Smith
Name Printed: _____
Title: _____

**SOLTERRA RESORT HOMEOWNER'S
ASSOCIATION, INC.**

By: _____
Name Printed: _____
Title: _____

Exhibit A: County Agreement



EXHIBIT A



AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS

This Agreement for Traffic Control on Private Roads located in the gated community of **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT** is entered into by and between Polk County, Florida, a charter county and political subdivision of the State of Florida (the "County") and **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**.

WITNESSETH:

WHEREAS, SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT owns fee simple title to all the private roadways lying within a gated community (hereinafter "Private Roads") more specifically described in **Exhibit "A"** which is attached hereto and incorporated herein; and

WHEREAS, pursuant to state statute, the County does not have traffic control jurisdiction over private roads such as those owned by **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**; and

WHEREAS, Florida Statute Section 316.006(3)(b) provides that a county may exercise jurisdiction over any private roads if the county and the party owning such roads provide for county traffic control jurisdiction by a written agreement approved by the governing board of the county; and

WHEREAS, Florida Statute Section 316.006(3)(b) further provides that prior to entering into an agreement for traffic control jurisdiction over private roads the governing board shall consult with the sheriff; and

WHEREAS, SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT has requested that the County exercise traffic control jurisdiction upon Private Roads; and

WHEREAS, pursuant to consultations between the parties and the Sheriff of Polk County, Florida (the "Sheriff"), the County and Sheriff are willing to exercise traffic control jurisdiction upon the Private Roads; and

WHEREAS, pursuant to Florida Statute Section 30.2905, the Sheriff operates an off-duty employment program; and

WHEREAS, Florida Statute Section 316.006(3)(b)(2) provides *inter alia* that no such agreement shall take effect prior to October 1 unless such provision is waived in writing by the sheriff of the county; and

WHEREAS, the Sheriff has waived the above provision as evidenced by **Exhibit "B"**.



NOW, THEREFORE, in consideration of the covenants and conditions herein, the County and **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT** hereby agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. ***Jurisdiction.*** County agrees to exercise jurisdiction over traffic control upon the Private Roads pursuant to the terms and conditions expressed in Florida Statute Section 316.006(3)(b) and subject to the terms and conditions specified in **Exhibit “C”**.

3. ***Signage.*** The **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT** shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit by appropriate, Department of Transportation approved signage along said roads. The CDD shall provide a signed and sealed engineer certification in a form acceptable to the Polk County Sheriff's Office establishing the applicable speed limit(s) for the subject roadways.

4. ***Authority in Addition to Existing Authority.*** The County's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by the County over the Private Roads and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services as are required by law.

5. ***Compensation.*** The Sheriff shall not seek compensation for routine traffic enforcement. However, should the **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT** seek a full time law enforcement presence or additional law enforcement services, such compensation to the Sheriff shall be negotiated separately by the Sheriff and **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**.

6. ***County to Retain Revenues.*** All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads shall be apportioned in the manner set forth in applicable statutes.

7. ***Liability not Increased.*** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or Sheriff than that which the County or Sheriff would ordinarily be subjected to when providing its normal police services.

8. ***Indemnification.*** To the fullest extent permitted by law, **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT** shall indemnify, defend, and hold the County and Sheriff harmless from any loss, cost, damage or expense, including court costs and attorneys' fees,

As to Sheriff: Polk County Sheriff's Office
Office of Legal Affairs
1891 Jim Keene Blvd.
Winter Haven, Florida 33880

As to CDD: Solterra Resort
Community Development District
c/o Patricia Thibault, DPGG
250 International Parkway, Suite 280
Lake Mary, FL 32746
Office phone: (321) 263-0132, ext. 2405

13. **Savings Clause.** The parties agree that to the extent any of the written terms of this agreement including the indemnification provisions set forth in paragraph 8 conflict with any provisions of Florida laws or statutes, the written terms of this agreement shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this agreement shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ATTEST:
STACY M. BUTTERFIELD, Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: *Elin Valle*
Deputy Clerk

By: *[Signature]*
W. C. Braswell, Chairman

WITNESS: *[Signature]*
(Signature of Witness)

Barbara T. Lassiter
(Print Name)

[Signature]
(Signature of Witness)
MATTHEW AGUIRO
(Print Name)

Date: *10/6/2020*
P.93

Solterra Resort Community Development District

By: *[Signature]*
Title: *JAMES P. HARVEY*



**AGREEMENT FOR
TRAFFIC CONTROL ON PRIVATE ROADS**

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

EXHIBIT "A"

Legal Description

(Insert Legal Description)



EXHIBIT "A"

DESCRIPTION: (Provided)

Parcel 1

That part of the Southwest 1/4 of the Southwest 1/4 of Section 3, Township 26 South, Range 27 East, Polk County, Florida lying South of County Road 54,

And

The Northwest 1/4 of the Northwest 1/4 of Section 10, Township 26 South, Range 27 East, Polk County, Florida.

And

The South 1/2 of the Northwest 1/4 of Section 10, Township 26 South, Range 27 East, Polk County, Florida.

And

The Southwest 1/4 of Section 10, Township 26 South, Range 27 East, Polk County, Florida.

And

The Southeast 1/4 of Section 10, Township 26 South, Range 27 East, Polk County, Florida.

And

Begin at the Northeast corner of Section 9, Township 26 South, Range 27 East, Polk County, Florida and run thence $S00^{\circ}07'47''E$ along the East boundary of said Section 9 a distance of 2647.95 feet to the Southeast corner of the Northeast 1/4 of said Section 9; thence $S89^{\circ}58'55''W$ along the South boundary of said Northeast 1/4 a distance of 227.00 feet to a point on the East boundary of Briargrove Subdivision; thence $N00^{\circ}07'47''W$ along said East boundary a distance of 744.72 feet; thence $N05^{\circ}20'54''E$ along said East boundary a distance of 858.96 feet; thence $N00^{\circ}07'42''W$ along said East boundary a distance of 37.50 feet; thence $N89^{\circ}52'13''E$ a distance of 72.50 feet to the centerline of an Orlando Utilities Commission Easement; thence $N00^{\circ}07'47''W$ along said centerline a distance of 1010.23 feet to the North boundary of said Section 9; thence $N89^{\circ}45'04''E$ along said North boundary a distance of 72.50 feet to the Point of Beginning; LESS AND EXCEPT that portion lying North of the Easterly extension of the South boundary of Tract A of said Briargrove, according to the Plat thereof recorded in plat Book 95, Page 17 and 18, Public Records of Polk County, Florida.

Parcel 2

The Northeast 1/4 of Section 15, Township 26 South, Range 27 East, Polk County, Florida.

**AGREEMENT FOR
TRAFFIC CONTROL ON PRIVATE ROADS**

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

EXHIBIT "B"

Waiver

I, **Andria McDonald**, Executive Director of Office of Business Affairs, a duly appointed representative of the Polk County Sheriff's Office, attest that I am authorized to execute this Waiver. In so doing, I do hereby, in accordance with F.S. 316.006, waive, on behalf of Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida, the right to preclude this Agreement from taking effect prior to October 1, beginning of the county fiscal year. In so doing, Grady Judd, as Sheriff, hereby consents to this agreement attached hereto, having full force and effect upon execution by the parties.

andria McDonald

For the Sheriff:

Andria McDonald Executive Director

Print Name and Title

9-17-20

Date



**AGREEMENT FOR
TRAFFIC CONTROL ON PRIVATE ROADS**

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

EXHIBIT "C"

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT shall obtain traffic enforcement by means of employing deputies through the Sheriff's off-duty program. In addition, if a resident of **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT** calls a Polk County deputy to respond to **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT** for a non-traffic enforcement related reason, and the deputy witnesses a traffic violation, he or she may take appropriate enforcement action.

If a resident of **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT** wishes to make a traffic complaint, or to request a traffic enforcement detail, he or she shall contact the **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT** for further action. If a resident of **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT** contacts the Sheriff's Office directly with such a complaint or request, he or she will be directed to the **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**.



**AGREEMENT FOR
TRAFFIC CONTROL ON PRIVATE ROADS**

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

EXHIBIT "D"

**Certificate of Insurance
(Attach copy)**





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2020

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

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

PRODUCER Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746	CONTACT NAME: Charisse Bitner PHONE (A/C, No, Ext): (321) 233-9939 E-MAIL ADDRESS: cbitner@egisadvisors.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Solterra Resort Community Development District c/o Development Planning & Financing Group 250 International Parkway, Suite 280 Lake Mary FL 32746	INSURER A:	Florida Insurance Alliance
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2020-21 Master Liability **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			100120585	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Included Employee Benefits Per \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			100120585	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Public Officials Liability and Employment Practices Liability			100120585	10/01/2020	10/01/2021	Aggregate 2,000,000 Per Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Note: The most we will pay is further limited by the limitation set forth in Section 768.28(5), Florida Statutes (2010) or equivalent limitations of successor law which are applicable at the time of loss.

CERTIFICATE HOLDER**CANCELLATION**

Polk County Government 330 W. Church St., 4th Fl Bartow FL 33830	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2020

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

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

PRODUCER Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746	CONTACT NAME: Charisse Bitner PHONE (A/C No, Ext): (321) 233-9939 E-MAIL ADDRESS: cbitner@egisadvisors.com	FAX (A/C No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Solterra Resort Community Development District c/o Development Planning & Financing Group 250 International Parkway, Suite 280 Lake Mary FL 32746	INSURER A: Florida Insurance Alliance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2020-21 Master Liability **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		100120585	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ Included Employee Benefits Per \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		100120585	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Public Officials Liability and Employment Practices Liability		100120585	10/01/2020	10/01/2021	Aggregate 2,000,000 Per Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Note: The most we will pay is further limited by the limitation set forth in Section 768.28(5), Florida Statutes (2010) or equivalent limitations of successor law which are applicable at the time of loss.

CERTIFICATE HOLDER **CANCELLATION**

Polk County Sheriff's Office Office of Legal Affairs 1891 Jim Keene Blvd Winter Haven FL 33830	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

**RESOLUTION
OF THE
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**

WHEREAS, SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, was created as a Community Development District (CDD) pursuant to Chapter 190 of Florida Statutes, and Ordinance No. 13-030 of Polk County; and

WHEREAS, the Board of Directors manages the affairs of the CDD on behalf of the owners in a manner consistent with the legal documents; and

WHEREAS, the Board of Directors has the right, power and authority to promulgate and impose reasonable rules and regulations governing and/or restricting the use of the roadways within the CDD according to the governing documents.

NOW, THEREFORE, BE IT RESOLVED, that the SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT requests that the Polk County Sheriff's Office provide traffic enforcement within the boundaries of the CDD our association and enter into the Agreement with Polk County for Traffic Control on Private Roads attached as Exhibit "A".

THE UNDERSIGNED, being all of the Directors of SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, (the "CDD"), do hereby adopt this resolution by unanimous written consent on August 31, 2020.

IN WITNESS WHEREOF, the undersigned hereunto subscribed their names as Directors of the SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, this 31st day of August, 2020.



(Name/Title)

(Name/Title)

(Name/Title)

(Name/Title)

(Name/Title)



**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

EXHIBIT "A"

Legal Description

(Insert Legal Description)



DESCRIPTION: (Provided)

Parcel 1

That part of the Southwest 1/4 of the Southwest 1/4 of Section 3, Township 26 South, Range 27 East, Polk County, Florida lying South of County Road 54.

And

The Northwest 1/4 of the Northwest 1/4 of Section 10, Township 26 South, Range 27 East, Polk County, Florida.

And

The South 1/2 of the Northwest 1/4 of Section 10, Township 26 South, Range 27 East, Polk County, Florida.

And

The Southwest 1/4 of Section 10, Township 26 South, Range 27 East, Polk County, Florida.

And

The Southeast 1/4 of Section 10, Township 26 South, Range 27 East, Polk County, Florida.

And

Begin at the Northeast corner of Section 9, Township 26 South, Range 27 East, Polk County, Florida and run thence $S00^{\circ}07'47''E$ along the East boundary of said Section 9 a distance of 2647.95 feet to the Southeast corner of the Northeast 1/4 of said Section 9; thence $S89^{\circ}58'55''W$ along the South boundary of said Northeast 1/4 a distance of 227.00 feet to a point on the East boundary of Briargrove Subdivision; thence $N00^{\circ}07'47''W$ along said East boundary a distance of 744.72 feet; thence $N05^{\circ}20'54''E$ along said East boundary a distance of 858.96 feet; thence $N00^{\circ}07'42''W$ along said East boundary a distance of 37.50 feet; thence $N89^{\circ}52'13''E$ a distance of 72.50 feet to the centerline of an Orlando Utilities Commission Easement; thence $N00^{\circ}07'47''W$ along said centerline a distance of 1010.23 feet to the North boundary of said Section 9; thence $N89^{\circ}45'04''E$ along said North boundary a distance of 72.50 feet to the Point of Beginning; LESS AND EXCEPT that portion lying North of the Easterly extension of the South boundary of Tract A of said Briargrove, according to the Plat thereof recorded in plat Book 95, Page 17 and 18, Public Records of Polk County, Florida.

Parcel 2

The Northeast 1/4 of Section 15, Township 26 South, Range 27 East, Polk County, Florida.

**AGREEMENT BETWEEN THE
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
AND BOLTON'S TOWING SERVICES, INC., FOR ACCESS AND USE**

THIS AGREEMENT (the "Agreement") is made and entered into this 25 day of June, 2020 by and between:

Solterra Resort Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (the "District"); and

Bolton's Towing Services, Inc., a Florida corporation, whose address is 2690 Ave. E, SW, Winter Haven, Florida 33880 (the "Contractor").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, in accordance with sections 190.012 and 715.07, *Florida Statutes*, the District has engaged Contractor and the Solterra Resort Homeowner's Association, Inc. (the "HOA") to provide vehicle towing/removal services within the roadways owned by the District (the "Services"); and

WHEREAS, the Contractor desires access to District property for use in staging and temporary vehicle storage to support its Services; and

WHEREAS, the Contractor and the District accordingly desire to enter into this Agreement to provide for Contractor's use of the parking lot located at the District's Amenity Center for use in staging and temporary vehicle storage; and

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. ACCESS AGREEMENT. District hereby grants to Contractor and the HOA an access license to utilize the District's Amenity Center parking lot in support of its Services as set forth above. The access granted herein shall be granted for all times during which Contractor and HOA are providing towing Services within the District.

SECTION 2. EFFECTIVE DATE; TERM. This Agreement shall become effective on the date first written above, and shall remain in effect unless terminated with written notice to the other party.

SECTION 4. INSURANCE.

A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

B. The District and its staff, consultants and supervisors shall be named as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to commencement of the Services.

C. The HOA and its directors, management agents, staff, consultants and supervisors shall be named as additional insureds. The Contractor shall furnish the HOA with the Certificate of Insurance evidencing compliance with this requirement prior to commencement of the Services.

SECTION 5. CARE OF PROPERTY; SOVEREIGN IMMUNITY.

A. Contractor shall use all due care to protect the property of the District, HOA, its residents and landowners from damage. Contractor shall be solely responsible for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages,

liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder. Contractor, its employees, agents and subcontractors shall also defend, hold harmless and indemnify the HOA and its supervisors, directors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.

- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- C. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 6. RECOVERY OF COSTS AND FEES. In the event the District or HOA is required to enforce this Agreement by court proceedings or otherwise, the District or HOA shall be entitled to recover from Contractor all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs.

SECTION 7. DEFAULT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

SECTION 8. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto. Amendments to and waivers of any provisions effecting the HOA's rights herein may be made only by an instrument in writing executed by the District, HOA, and Contractor.

SECTION 9. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

- A. **If to the District:** Solterra Resort



Community Development District
250 International Parkway, Suite 280
Lake Mary, Florida 32746
Attn: District Manager

With a copy to:

Hopping, Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: District Counsel

B. If to the HOA:

Solterra Resort Homeowners Association,
Inc.
2100 S Hiawassee Rd.
Orlando FL 32835

C. If to Contractor:

Bolton's Towing Services, Inc.
2112 Terry Lane
Auburndale, FL 33823
Attn: Joe Bolton

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 contained in this Agreement 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 District, Counsel for the HOA, and counsel for Contractor may deliver Notice on behalf of the District, HOA, and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 10. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Patricia Comings-Thibault** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by



the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PATRICIA COMINGS-THIBAUT, C/O DPGF MANAGEMENT AND CONSULTING, LLC, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746, (321) 263-0132, PATRICIA.COMINGS-THIBAUT@DPGF.COM.

SECTION 11. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Polk County, Florida.

SECTION 12. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District or HOA and the Contractor shall have no authority to represent the District or HOA as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 13. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and the HOA. With the exception of the HOA, no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto and the HOA any right,



remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 14. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

[CONTINUED ON NEXT PAGE]



IN WITNESS WHEREOF, the parties execute this Agreement effective as of the day and year first written above.

Attest:

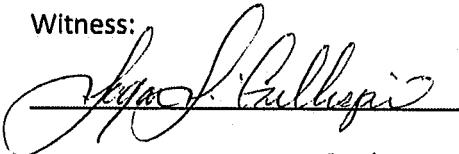
**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

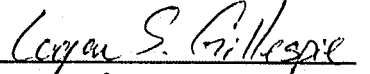
Secretary



Chairman, Board of Supervisors

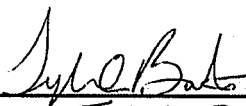
Witness:





Print Name of Witness

BOLTON'S TOWING SERVICES, INC.



By: Tyler A. Bolton
Its: VP

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (the "Agreement") made as of this 26th day of June, 2020 (the "Execution Date"),

BETWEEN:

Solterra Resort CDD , Solterra Resort HOA of 5200 Solterra Blvd, Davenport, FL 33837
(the "Indemnitee")

OF THE FIRST PART

and

Bolton's Towing Service Inc. of 2690 Ave E SW, Winter Haven, FL 33880
(the "Indemnifier")

OF THE SECOND PART

BACKGROUND:

1. The Indemnitee desires protection against any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee's participation in the Activity.
2. The Indemnifier wishes to minimize any hardship the Indemnitee might suffer as the result of any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee's participation in the Activity.

IN CONSIDERATION and as a condition of the Indemnifier and the Indemnitee entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Indemnifier and the Indemnitee agree as follows:

Definitions

1. The following definitions apply in the Agreement:
 - a. "Activity" means the following:

The Indemnitee is a Resort Community who is owner of a Community Amenities Center located at 5200 Solterra Blvd Davenport Florida. The Indemnifier is a contracted towing service who is contracted to work in the residential community for the Indemnitee. The Resort Community (Indemnitee) wishes to be indemnified and held harmless against any liability that may result from the work performed by the Towing Service (Indemnifier).
 - b. "Expenses" means all costs incurred in the defense of any claim or action brought against the Indemnitee including lawyers' fees.
 - c. "Notice of Claim" means a notice that has been provided by the Indemnitee to the Indemnifier describing a claim or action that has or is being brought against the Indemnitee by a Third Party.
 - d. "Notice of Indemnity" means a notice that has been provided by the Indemnitee to the Indemnifier describing an amount owing under this Agreement by the Indemnifier to the Indemnitee.
 - e. "Parties" means both the Indemnitee and the Indemnifier.
 - f. "Party" means either the Indemnitee or the Indemnifier.
 - g. "Third Party" means any person other than the Indemnifier and the Indemnitee.

Indemnification

2. The Indemnifier will hold harmless and indemnify the Indemnitee against any and all claims and actions arising out of the participation of the Indemnitee in the Activity, including, without limitation, Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnitee's participation in the Activity, subject to the limits on indemnification described in the section titled Exceptions to Indemnification. Where prohibited by law, the above indemnification does not include indemnification of the Indemnitee against a claim caused by



the negligence or fault of the Indemnitee, its agent or employee, or any third party under the control or supervision of the Indemnitee, other than the Indemnifier or its agent, employee or subcontractors.

3. In the case of a criminal proceeding, the Indemnitee will not be indemnified by the Indemnifier.

Exceptions to Indemnification

4. The Indemnitee will not be entitled to indemnification from the Indemnifier for any Expenses, judgments, fines, settlements and other amounts incurred as the result of the Indemnitee's participation in the Activity where:
- a. in the case of a civil claim, the Indemnitee did not act in good faith and in a reasonable manner;
 - b. the actions or conduct of the Indemnitee constituted willful misconduct or was knowingly fraudulent or deliberately dishonest;
 - c. the Indemnitee will or has received payment under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, bylaw or agreement, except where payment under this insurance policy, clause, bylaw or agreement is not sufficient to fully indemnify the Indemnitee in which case the Indemnifier will be responsible for any shortfall in payment received; or
 - d. an action or proceeding was initiated in whole or in part by the Indemnitee whether alone or along with one or more other claimants unless the action or proceeding has the written consent of the Indemnifier.

Notice of Claim

5. In the event of any claim or action, the Indemnitee will promptly provide the Indemnifier with written notice of the claim or action and will notify the Indemnifier within five (5) business days of the commencement of any legal proceedings relating to the claim or action. The Indemnitee will provide the Indemnifier with all available information known to the Indemnitee relating to the claim or action.



Authorization of Indemnification

6. In any case where the Indemnitee requires indemnification, the Indemnifier will make the determination of whether indemnification is appropriate having given consideration to the terms described in the Exceptions to Indemnification section. If the Indemnitee disagrees with the determination of the Indemnifier then the matter must be referred for review and determination to independent legal counsel reasonably satisfactory to the Indemnitee. In all cases the Indemnifier will bear all costs of any independent determination.
7. The Indemnifier will bear the burden of proving that indemnification is not appropriate.
8. The termination of any claim or action by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a reasonable manner.

Assumption of Defense

9. On being notified of any impending action or claim, the Indemnifier may, at its own Expense, participate in the defense of any action or claim and may, alone or with any other indemnifying party, assume the defense against the action or claim using counsel that are reasonably satisfactory to the Indemnitee.
10. Once the Indemnifier has notified the Indemnitee of the intention to assume the defense, the Indemnifier will no longer be liable to the Indemnitee for any further legal or other Expenses subsequently incurred by the Indemnitee in relation to the defense of the claim. Once the Indemnifier provides notice to the Indemnitee that the defense of claim has been assumed by the Indemnifier, the Indemnitee may employ or continue to employ its own legal counsel however any fees or Expenses incurred by the Indemnitee subsequent to the notice of assumption of defense by the Indemnifier will be the sole responsibility of the Indemnitee.

Failure to Defend

11. If the Indemnifier elects not to assume the defense against the claim or action then the Indemnitee may defend against the claim or action in any manner the Indemnitee deems appropriate. The Indemnifier will promptly reimburse the Indemnitee for Expenses, judgments, fines, settlements and any other amounts actually and reasonably incurred in connection with the defense of the claim or action subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

Settlement and Consent of Indemnifier

12. The Indemnitee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier will not be liable for any amounts paid in settlement of any claim or action where written consent of the Indemnifier was not first obtained. The Indemnifier will not unreasonably withhold consent to any settlement.

Settlement and Consent of Indemnitee

13. The Indemnifier will not settle any claim or action without first obtaining the written consent of the Indemnitee. The Indemnitee will not unreasonably withhold consent to any settlement.

Cooperation

14. The Indemnifier agrees to cooperate in good faith and use best efforts to ensure that the Indemnitee is indemnified and reimbursed for any and all Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the defense of any claim or action resulting from the participation of the Indemnitee in the Activity.
15. The Indemnitee agrees to cooperate in good faith and provide any and all information within the Indemnitee's power as required for the defense of any claim or action and also to provide any and all information within the Indemnitee's power as required to help in a determination of indemnification as described under the Authorization of Indemnification section.

Expenses

16. No costs, charges or Expenses for which indemnity will be sought under this Agreement may be incurred without the Indemnifier's written consent. Any required consent must not be unreasonably withheld.
17. All reasonable Expenses incurred by the Indemnitee to enforce this Agreement, and all costs of defending any Third Party claims or actions brought against the Indemnitee under this Agreement will be the sole responsibility of the Indemnifier subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

Advances of Expenses

18. At the written request of the Indemnitee, the Indemnifier will advance to the Indemnitee any Expenses, including lawyers' fees, incurred by the Indemnitee in defending any action brought against the Indemnitee. Where reasonable, and to minimize hardship to the Indemnitee, advance

payments may be made prior to the disposition of any claim.

19. The Indemnitee agrees to repay to the Indemnifier any advance payments on Expenses where a determination is ultimately made that the Indemnitee is not entitled to indemnification for reasons described under the Indemnification and the Exceptions to Indemnification sections.

Payment

20. All payments made by the Indemnifier to the Indemnitee will be made in full in immediately available funds within sixty (60) days of receipt of Notice of Indemnity from the Indemnitee and without deduction for any counterclaim, defense, recoupment, or set-off.
21. Any Notice of Indemnity sent by the Indemnitee to the Indemnifier must be made in writing and contain a full listing of the items to be covered in the payment. Any payment made by the Indemnifier to the Indemnitee will contain a listing of items covered under the payment.

Enforcement

22. If any right or remedy claimed by the Indemnitee under this Agreement is denied or is not paid by the Indemnifier, or on its behalf, within sixty (60) days after a written Notice of Indemnity has been submitted by the Indemnitee to the Indemnifier, the Indemnitee may then bring suit against the Indemnifier to recover any unpaid amounts and if successful in whole or in part, the Indemnitee will be entitled to be paid any and all costs related to resolving the claim.
23. Where a determination as described under Authorization of Indemnification concludes that the Indemnitee's behavior is not entitled to indemnification, this will not create a presumption that the Indemnitee is not entitled to indemnification under this Agreement.

Insurance

24. The Indemnifier, at its sole discretion, will make the good faith determination whether or not it is reasonable for the Indemnifier to obtain liability insurance against its potential liability in protecting the Indemnitee under this Agreement. The Indemnifier will select an insurer with a reliable reputation and, among other considerations, will weigh the costs of obtaining this insurance coverage against the protection afforded by this coverage.



Duration

25. The rights and obligations of the Indemnitee and the Indemnifier under this Agreement will continue:
- a. so long as the Indemnitee is or will be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, arbitrational, administrative or investigative that results from the participation of the Indemnitee in the Activity; or
 - b. until terminated by an agreement in writing signed by both the Indemnifier and the Indemnitee.

Unlimited Indemnification

26. Under this Agreement, indemnification will be unlimited as to amount.

Full Release

27. Only payment and satisfaction in full of all amounts and charges payable under this Agreement and the due performance and observance of all terms, covenants and conditions of this Agreement will release the Indemnifier and the Indemnitee of their obligations under this Agreement.

Further Action

28. No action or proceeding brought or instituted under this Agreement and no recovery from that action or proceeding will be a bar or defense to any further action or proceeding which may be brought under this Agreement by reason of any further failure in the performance and observance of the terms, covenants and conditions of this Agreement.

Subrogation

29. In the event that any indemnity payment is made under this Agreement, the Indemnifier will be subrogated to the extent of this payment to all of the rights of recovery of the Indemnitee. The Indemnitee will take all action required and provide all information necessary to secure these rights and to fully enable the Indemnifier to take any action to enforce these rights in the recovery of the indemnity payment.



Amendments

- 30. This Agreement may only be amended, terminated or cancelled by an instrument in writing, signed by both the Indemnifier and the Indemnitee.

Assignment of Indemnifier Rights and Obligations

- 31. The rights and obligations of the Indemnifier as existing under this Agreement may not be assigned, in whole or in part, without the prior written consent of the Indemnitee.

Assignment of Indemnitee Rights and Obligations

- 32. The rights and obligations of the Indemnitee as existing under this Agreement may not be assigned, either in whole or in part, without the prior written consent of the Indemnifier.

Joint and Several Liability

- 33. If two or more persons act as Indemnifier in this Agreement or if the Indemnifier is a partnership consisting of two or more partners, then the liability under this Agreement will be joint and several for each co-Indemnifier.

Notices

- 34. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties to this Agreement at the addresses contained in this Agreement or as the Parties may later designate in writing.

Governing Law

- 35. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

Jurisdiction

- 36. The courts of the State of Florida are to have jurisdiction to decide and settle any dispute or claim arising out of or in connection with this Agreement.

General Provisions

- 37. This Agreement contains all terms and conditions agreed to by the Indemnifier and the Indemnitee. Statements or representations which may have been made by either Party in the negotiation stages of this Agreement may in some way be inconsistent with this final written

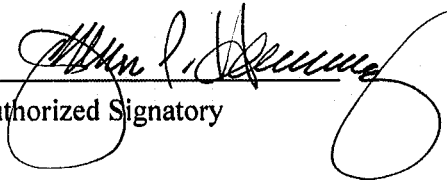


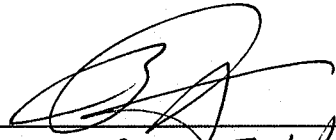
Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.

38. Any failure of either Party to enforce any of the terms, covenants and conditions in this Agreement does not infer or permit a further waiver of that or any other right or benefit under this Agreement. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
39. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
40. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
41. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity that the Parties may have now or may acquire in the future.
42. Time is of the essence in this Agreement.
43. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.
44. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

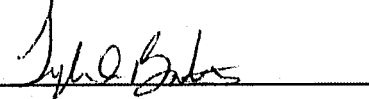
IN WITNESS WHEREOF the Indemnitee and the Indemnifier have duly affixed their signatures under hand and seal on this 26th day of June, 2020.

Solterra Resort CDD , Solterra Resort HOA
(Indemnitee)


Authorized Signatory


Witness: Bolton T. Lohesse

Bolton's Towing Service Inc. (Indemnifier)


Authorized Signatory


Witness:



EXHIBIT 15





**SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT**

**January 2023
FIELD INSPECTION REPORT**

L. Krause, District Manager



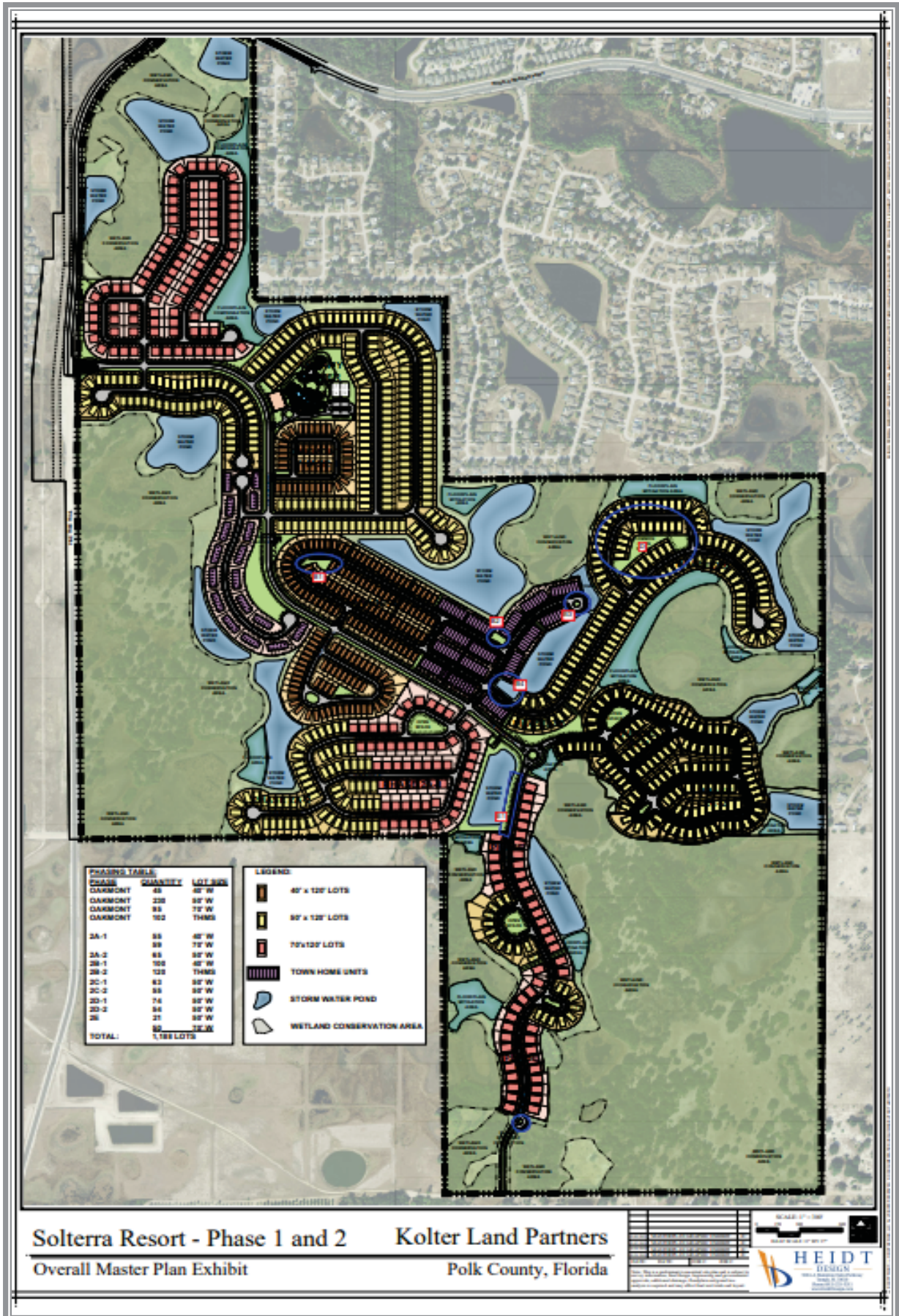


TABLE OF CONTENTS

- Maintenance Map
- Pine Tree Trail
- Solterra Blvd.
- Entrances/Exit
- Amenity Center
- Ponds



Maintenance Map



Pine Tree Trail



Entrance sign at Pine Tree and Ronald Reagan Pkwy.

Polk County was working on the collapsed sidewalk...



Foliage and aquatics appear healthy and lush...near community entrance...



Solterra Blvd.



Grounds look mostly lush and healthy. New dark mulch stands out and provides nice contrast to greenery...



Palms look strong and healthy; roundabout will be addressed by landscapers...



Entrances / Exit



Entrance/Exit signage and gatehouse...



Amenity Center



Mulched areas really stand out...



Ponds



Ponds remain full...



...grasses growing in several ponds may need to be addressed.



EXHIBIT 16



1 **MINUTES OF MEETING**

2 **SOLTERRA RESORT**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Solterra Resort Community Development
5 District was held on Thursday, December 22, 2022 at 9:37 a.m. at the Solterra Resort Amenity Center, 5200
6 Solterra Boulevard, Davenport, Florida 33837, with Zoom Conference Call Available.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. Krause called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10	Karan Wienker	Board Supervisor, Chairwoman
11	Tony Crawford	Board Supervisor, Assistant Secretary
12	Connie Osner	Board Supervisor, Assistant Secretary

13 Also present were:

14	Larry Krause	District Manager, DPFM Management and Consulting
15	Shirley Conley (<i>via phone</i>)	DPFM Management and Consulting
16	Meredith Hammock	District Counsel, KE Law Group
17	Candice Smith (<i>via phone</i>)	Kolter
18	Kyla Semino	Amenity Manager, Evergreen Lifestyles
19	Zay Lorenzo	HOA, Evergreen Lifestyles
20	Dana Bryant (<i>joined in progress</i>)	Yellowstone
21	Joe Hamilton	Steadfast
22	Jill Cardwell	Security Services
23	Yvonne Peacock	Resident
24	Regina Johnson	Resident
25	Ann Floyd	Resident
26	Jeff Boyle	Resident

27 *The following is a summary of the discussions and actions taken at the December 22, 2022 Solterra Resort*
28 *CDD Board of Supervisors Regular Meeting.*

29 **SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes on agenda items)**

30 Ms. Peacock requested to have 2 to 3 copies of the agenda documents printed brought to meetings
31 moving forward. She noted that the telephone connection was poor and suggested the use of Zoom.

32 **THIRD ORDER OF BUSINESS – Business Items**

33 A. Vendor Reports

34 1. Exhibit 1: Aquatic Maintenance – *Steadfast Environmental*

35 Mr. Krause reviewed the Aquatic Maintenance report, noting that the majority of the ponds
36 were in great condition. Ms. Osner pointed out that Steadfast was under budget and
37 proposed maintaining their contract, to which there were no objections.

38 1. Exhibit 2: Consideration of Pond 6 Erosion Repair Proposal - \$2,200.00

39 On a MOTION by Ms. Wienker, SECONDED by Ms. Osner, WITH ALL IN FAVOR, the Board approved
40 the Steadfast Pond 6 Erosion Repair Proposal, in the amount of \$2,200.00, for the Solterra Resort
41 Community Development District.

42 2. Landscape Maintenance – *Dana Bryant, Yellowstone Landscape*

43 Mr. Crawford indicated that the Board was waiting on proposals for an island. Ms. Osner
44 asked Mr. Krause to follow up with Yellowstone regarding gravel or turning off the
45 sprinklers in areas where grass did not grow. Ms. Wienker requested quotes for pine bark
46 or stone. Ms. Wienker additionally noted that plants in pots in front of the Amenity Center
47 needed to be addressed.

48 3. Exhibit 3: Amenity Manager Report – *Kyla Semino, Evergreen Lifestyles Management*

49 Ms. Semino provided a hard copy of her report to the Supervisors due to changes in the
50 packet and walked on 2 proposals for pest control. Ms. Hammock noted that both proposals
51 exceeded the budget for pest control. Mr. Crawford agreed to be the liaison to work with
52 Ms. Semino in obtaining additional quotes.

53 Ms. Semino informed the Board of an updated agreement with Amenity Services for
54 janitorial services and indicated that the current contract in place was too vague. In
55 response to a question from Ms. Hammock, Ms. Semino confirmed that the price had
56 increased to \$4,300.00 per month. Ms. Osner stated that she would like for cleaning the
57 guard house to included in the quote. The Board requested additional quotes for janitorial
58 services to be provided at the January meeting.

59 Ms. Semino provided 2 quotes for pool cleaning services. Discussion ensued regarding the
60 budget for pool services. In response to a question from Ms. Osner, Ms. Semino confirmed
61 that Samdri had reduced their original quote. Ms. Wienker noted that Waterworks had
62 different items included in their proposal and suggested asking Samdri to add these items
63 to their proposal.

64 On a MOTION by Ms. Wienker, SECONDED by Ms. Osner, WITH ALL IN FAVOR, the Board approved
65 the Samdri Pool Cleaning Services Proposal, in the amount of \$6,500.00 per month, contingent upon Staff
66 obtaining commitment from Samdri to add the additional scope of work at no additional cost, for the
67 Solterra Resort Community Development District.

68 Following the motion, Ms. Semino informed the Board that the Spies Agreement needed
69 to be signed. She proceeded to discuss proposals for pool furniture. Ms. Wienker requested
70 for additional quotes to be obtained for pool furniture and asked if more furniture could be
71 added. Ms. Osner expressed that she did not think more furniture by the pool was needed,
72 as she felt the pool deck was already crowded. Following resident input, the Board reached
73 a consensus to not obtain additional chairs. Ms. Wienker spoke on the process of gaining
74 access to the pool and capacity limits. Ms. Hammock indicated that policy changes would
75 be required to further limit the number of guests permitted to be at the pool.

76 Ms. Semino recommended working with Admiral on the pool furniture, as Admiral would
77 match the best offer. Ms. Wienker noted that the Board may rent the cabanas in the future
78 to generate income for the District and suggested obtaining more than 10 umbrellas. Ms.
79 Osner indicated that she would prefer to start with 10 umbrellas.

80 The Board expressed that they were not interested in restrapping the current chairs. Mr.
81 Crawford requested a minimum of 3 quotes for pool furniture. Ms. Wienker expressed that
82 she would like for the proposals to be more descriptive and include larger photos. Mr.
83 Crawford requested to see quotes as they came in with an explanation as to why all quotes
84 were not received. Discussion ensued regarding assessments.

85 Ms. Wienker requested individual Board members to send a list of priority items they
86 would like to address in January to Mr. Krause. Ms. Osner made a motion to approve a



87 not-to-exceed amount of \$6,300.00 for 10 umbrellas but withdrew her motion following
88 input from the other Supervisors. Ms. Semino indicated that she would attempt to receive
89 a credit for the current umbrellas.

90 Ms. Semino brought up the matter of furniture for the Clubhouse. Ms. Osner stated that she
91 did not think new end tables or bar stools were necessary and expressed that she did not
92 want to include coffee at the Amenity Center. Ms. Wienker suggested having coffee
93 available for Staff only. Ms. Hammock explained that this would be an assessment issue,
94 as this was a budgeted item and was required to be expended on public goods and services.
95 Ms. Osner made a motion to remove coffee, water, and vending services from the Amenity
96 Center. In response to a question from Mr. Crawford, Ms. Hammock confirmed that the
97 funds that were allocated for coffee could be reallocated as needed within the established
98 budget.

99 On a MOTION by Ms. Osner, SECONDED by Ms. Wienker, WITH ALL IN FAVOR, the Board approved
100 the removal of coffee, water, and vending services from the Amenity Center for the Solterra Resort
101 Community Development District.

102 Following the motion, Ms. Osner stated that she would like for the CDD to purchase a
103 coffee table, sofas, dining tables, chairs, and a rug. The Board requested additional
104 furniture quotes with clearer photos.

105 Ms. Wienker circled back to the matter of rental cabanas and indicated that more offerings
106 were needed for the cabana rentals. She requested loungey couches to be included in the
107 requested quotes. She additionally requested a layout of the facility and what it would look
108 like.

109 1. Exhibit 4: Consideration of Contract for Security Monitoring – *Previously*
110 *Presented*

111 Ms. Hammock stated that both quotes exceeded public threshold and indicated
112 that an RFP would need to be issued. Ms. Osner spoke positively on the newly
113 proposed security group. A resident expressed that she felt the current security
114 company was doing an excellent job. Ms. Wienker indicated that the current
115 guards were being ignored and noted that the gate house lacked signage. Multiple
116 Supervisors stated that the current guards did not check IDs.

117 The Board directed the District Manager and District Counsel to put together the
118 scope of work to bring back to the Board in January for their feedback. Ms.
119 Hammock explained that the Board would then direct Staff to publish and go out
120 for RFP. Ms. Osner agreed to work with Staff and the current security vendor to
121 address issues.

122 Ms. Semino stated that Tekwave was the only proposal received for security. In
123 response to a question from Ms. Wienker, Ms. Semino explained that she was
124 experiencing difficulties with reaching Well and Live.

125 i. Envera

126 ii. Tekwave

127 This item was tabled to the January meeting.

128 4. Exhibit 5: Consideration of Envera Proposals

129 1. Main Gate Resident Reader, Knox Switch & Post Replacement - \$2,763.00



130 Ms. Osner asked who was responsible for damaging the gate. Mr. Krause
131 indicated that it had been damaged by a vendor. Mr. Krause stated that he would
132 confirm whether insurance claims had been filed. In response to a question from
133 Ms. Osner, Ms. Hammock stated that she could write a letter to send an invoice
134 for the gate repair to seek reimbursement from the vendor.

135 On a MOTION by Ms. Osner, SECONDED by Ms. Wienker, WITH ALL IN FAVOR, the Board approved
136 the Main Gate Resident Reader, Knox Switch & Post Replacement Proposal, in the amount of \$2,763.00,
137 for the Solterra Resort Community Development District.

138 2. Lazy River DVR, Router and Switch Replacement - \$4,931.00

139 This item was tabled, pending consideration of security vendors. Ms. Hammock
140 noted that if there were any liability issues that arose, she would work with Staff
141 to get functional cameras approved on an emergency basis based on existing
142 policy.

143 Before moving on to the next item, Ms. Semino informed the Board that the gate
144 signs were out on December 20th. Discussion ensued regarding verbiage and
145 design for the signs.

146 5. Exhibit 6: Consideration and Acceptance of 2022 Arbitrage Report for Bond Series 2018

147 Mr. Krause noted that the District had a negative arbitrage and so did not need to remit any
148 additional earnings from interest to the IRS.

149 On a MOTION by Ms. Osner, SECONDED by Mr. Crawford, WITH ALL IN FAVOR, the Board accepted
150 the 2022 Arbitrage Report for Bond Series 2018, for the Solterra Resort Community Development District.

151 6. Exhibit 7: Consideration and Adoption of **Resolution 2023-06**, Canvassing and Certifying
152 Results of 2022 Landowners Election

153 On a MOTION by Mr. Crawford, SECONDED by Ms. Osner, WITH ALL IN FAVOR, the Board adopted
154 **Resolution 2023-06**, Canvassing and Certifying Results of 2022 Landowners Election, for the Solterra
155 Resort Community Development District.

156 **FOURTH ORDER OF BUSINESS – Staff Reports**

157 A. District Counsel – *Meredith Hammock, KE Law Group*

158 Ms. Hammock distributed and reviewed a term sheet from Valley National Bank in relation to the
159 Kimley-Horn entryway project. Ms. Smith provided additional information on correspondence with
160 banks in conjunction with KE Law Group. She explained that the prior Board was not permitted to
161 do a loan, as the bank wanted a resident Board to charter the loan.

162 In response to a question from Ms. Osner, Ms. Hammock stated that the CDD would pay back the
163 loan in the form of a separate assessment. Ms. Osner expressed that she would like for the CDD to
164 begin charging for parking. Ms. Hammock indicated that this could be discussed at the January
165 meeting. She stated that a motion was needed if the Board would like to continue with the loan
166 project.

167 The Board and Staff discussed assessment increases. Mr. Crawford requested an update on the
168 Kimley Horn proposal. Ms. Osner stated that she had received proposals from Kimley Horn via
169 email. Ms. Hammock indicated that a Kimley Horn representative was expected to attend the
170 January meeting to discuss this matter further.



171 On a MOTION by Ms. Wienker, SECONDED by Ms. Osman, WITH ALL IN FAVOR, the Board approved
172 the term sheet from Valley National Bank, in substantial form, for the Solterra Resort Community
173 Development District.

174 Following the motion, Ms. Wienker suggested that the Board consider extending the space between
175 the major road and the gate house back 100 feet. Ms. Osner advised that the Board consider the
176 queueing lane and enhanced security before addressing the guard station. The Board requested
177 quotes for an enhanced security station and to move the guard house. Ms. Osner additionally noted
178 that there was nothing in place to protect the card reader.

179 *(The Board recessed the meeting at 12:05 p.m., and reconvened at 12:10 p.m.)*

180 B. District Engineer – *Tonja Stewart, Stantec*

181 The District Engineer was not present.

182 C. District Manager – *Larry Krause, DPF*

183 1. Exhibit 8: Field Operations Report

184 Mr. Krause presented his report. Ms. Osner noted that the planters at the entrance of the
185 community were in need of attention. An audience member commented that she had been
186 told that the same vendor that knocked over the card reader had knocked over a sign. Ms.
187 Osner commented that areas where grass would not grow should be addressed with rocks
188 and that the sprinklers in these areas should be turned off.

189 **FIFTH ORDER OF BUSINESS – Consent Agenda**

190 A. Exhibit 9: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting
191 Held November 18, 2022

192 B. Exhibit 10: Consideration for Acceptance – The November 2022 Unaudited Financial Report

193 On a MOTION by Mr. Crawford, SECONDED by Ms. Osner, WITH ALL IN FAVOR, the Board approved
194 all items on the Consent Agenda, for the Solterra Resort Community Development District.

195 **SIXTH ORDER OF BUSINESS – Audience Comments - New Business – (limited to 3 minutes per**
196 *individual for non-agenda items)*

197 Ms. Johnson requested white lines for parking to be added. Mr. Crawford recalled that this had
198 been requested at the previous meeting. Ms. Osner requested for parking to be assessed. In response
199 to a question from Ms. Osner, Ms. Hammock indicated that she would look into who was
200 responsible for maintaining the roads.

201 Ms. Peacock requested an update on a feasibility study regarding what could be done with the gate
202 house. Ms. Hammock spoke on the roadway improvement projects and explained that preliminary
203 drawings had been obtained. She stated that a more robust presentation by an engineer was
204 anticipated in January. In response to a comment from Ms. Peacock, Ms. Hammock clarified that
205 the \$95,000.00 amount was an estimate of cost and not an approved item. Ms. Peacock asked if the
206 gate house should be added to the proposals. The Board indicated that they did not want to obtain
207 proposals for addressing the gate house at this time. Ms. Peacock additionally expressed concerns
208 regarding security. Ms. Osner assured Ms. Peacock that the Board shared her concerns with the
209 gate and stated that she would meet with Security to discuss expectations. Ms. Wienker noted that
210 some of the issues were the HOA’s responsibility.

211 Ms. Cardwell noted that the Wi-Fi was not working properly. Ms. Wienker stated that Spectrum
212 was scheduled to come onsite on Tuesday.



213 Ms. Floyd commented on streetlights that were out. Ms. Osner advised calling Polk County to have
214 this issue corrected. Ms. Floyd additionally asked if the agenda packets were available. Ms.
215 Hammock advised submitting a request to District Management Services to obtain an electronic
216 copy of the agenda.

217 Ms. Floyd expressed dissatisfaction with follow-up times and requested for this to be expedited.
218 She spoke against switching security companies at this point in time. Discussion ensued regarding
219 the contract.

220 Mr. Boyle commented on a roundabout that lacked trees. Mr. Crawford indicated that there was a
221 proposal to replace the trees. Mr. Boyle additionally spoke on an issue with grass cutting behind
222 homes. Mr. Bryant explained that the area in question was owned by the CDD and was contracted
223 to be cut 9 times a year. Ms. Hammock indicated that she could look at the area to see if it could
224 be used better or if the frequency could be increased. Ms. Osner suggested paying a fee to
225 Yellowstone to have this area mowed.

226 In response to a question from Mr. Boyle, Ms. Hammock clarified that the HOA was responsible
227 for addressing parking and towing issues in the Springs. Mr. Boyle additionally inquired about
228 traps for pest control. He was informed that traps were only put on CDD property. He commented
229 positively on the removal of the coffee expense for the Amenity Center.

230 Ms. Wienker suggested ground cover for the area of land behind homes brought up by Mr. Boyle.
231 Ms. Hammock indicated that she would look at this area and bring back options for the Board's
232 consideration.

233 Ms. Semino requested for the email account to be upgraded in order to be able to send multiple
234 emails per day.

235 **SEVENTH ORDER OF BUSINESS – Supervisors Requests** (*Includes Next Meeting Agenda Item*
236 *Requests*)

237 Ms. Osner requested a complete breakdown on costs related to the Café, including personnel and
238 income to the CDD. She requested signage to be redone and suggested hiring a full-time
239 maintenance worker. Ms. Semino indicated that she would look into quotes for a new maintenance
240 worker.

241 Mr. Crawford requested talking points for HOA and CDD responsibilities. Mr. Krause indicated
242 that this would be posted to the website and sent out to the community. In response to a question
243 from Mr. Crawford, Mr. Krause explained that Meeting Minutes typically were made available
244 approximately 1 month after the meetings were held.

245 Mr. Crawford suggested using cones to close lanes at night. He additionally inquired about damage
246 reports. Ms. Hammock stated that the reports were sent to Amenity Management, who would then
247 contact the District Manager.

248 Ms. Wienker asked for clarification on the amount of the budget used for holiday lighting. It was
249 explained that there was no lighting line item and that funds for holiday lighting were pulled out of
250 the Clubhouse and Lifestyle Supplies line items. Ms. Hammock indicated that a budget line item
251 could be added for Holiday Lighting.

252 Ms. Wienker relayed interest from homeowners to utilize the Clubhouse for community events,
253 such as potlucks. Ms. Hammock stated that the Clubhouse could be rented but clarified that events
254 hosted by the CDD would be open to the public. Ms. Wienker asked Ms. Semino to come up with
255 events to be held every other month.



256 Ms. Wienker additionally suggested a calendar of events for the community, and recommended
257 events such as yoga, crafts, and farmers' markets. Ms. Semino noted that her calendars were sent
258 out via email.

259 In response to a question from Ms. Wienker, Ms. Osner indicated that the café would be discussed
260 in February. Ms. Wienker requested for crushed items to be picked up from the front gate, for iron
261 gates to be straightened, and additional parking lines at Oakmoss Loop.

262 **EIGHTH ORDER OF BUSINESS – Action Items Summary (To Be Emailed to Supervisors and Staff)**

263 Mr. Krause stated that the Action Items Summary would be emailed.

264 **NINTH ORDER OF BUSINESS – Next Meeting Quorum Check**

265 *Confirmation of Quorum for Next Regular Meeting Scheduled for Thursday, January 26, 2023 at 9:30 a.m.*
266 *at the Solterra Resort Amenity Center (5200 Solterra Blvd., Davenport FL 33837)*

267 Mr. Krause reminded the Board of the date and time of the next meeting.

268 **TENTH ORDER OF BUSINESS – Adjournment**

269 Mr. Krause asked for final questions, comments, or corrections before requesting a motion to
270 adjourn the meeting. There being none, Mr. Crawford made a motion to adjourn the meeting.

271 On a MOTION by Mr. Crawford, SECONDED by Ms. Osner, WITH ALL IN FAVOR, the Board
272 adjourned the meeting for the Solterra Resort Community Development District.

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

276 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
277 **meeting held on _____.**

278

Signature

Signature

Printed Name

Printed Name

279 **Title:** **Secretary** **Assistant Secretary**

Title: **Chairman** **Vice Chair**



EXHIBIT 17



Solterra Resort Community Development District

Financial Statements
(Unaudited)

Period Ending
31-Dec-22



Solterra Resort CDD
Balance Sheet
12/31/2022

	<u>GF</u>	<u>DEBT SVC SERIES 2013</u>	<u>DEBT SVC SERIES 2014</u>	<u>DEBT SVC SERIES 2018</u>	<u>CAPITAL PROJECTS</u>	<u>TOTAL</u>
1 ASSETS:						
2						
3 CASH - Operating Account	\$ 3,791,012	\$ -	\$ -	\$ -	\$ 7	\$ 3,791,019
4 CASH - Debit Card	-	-	-	-	-	-
5 INVESTMENTS:						
6 REVENUE	-	53,654	17,080	115,500	-	186,234
7 RESERVE	-	346,791	129,372	309,222	-	785,384
8 INTEREST FUND	-	-	6	-	-	6
9 PREPAYMENT FUND	-	-	-	0	-	0
10 SINKING FUND	-	-	6	-	-	6
12 2013 ACQ./CONSTRUCTION	-	-	-	-	928	928
13 2014 ACQ./CONSTRUCTION	-	-	-	-	346	346
14 2018 ACQ./CONSTRUCTION	-	-	-	-	1,029	1,029
15 PHASE 2B	-	-	-	-	41,148	41,148
16 ACCOUNTS RECEIVABLE	-	-	-	-	-	-
17 ASSESSMENTS RECEIVABLE-ON ROLL	489,017	\$ 79,297	44,373	106,063	-	718,749
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	-	384,064	214,915	513,703	-	1,112,682
23 TOTAL ASSETS	<u>\$ 4,322,406</u>	<u>\$ 863,805</u>	<u>\$ 405,753</u>	<u>\$ 1,044,487</u>	<u>\$ 43,459</u>	<u>\$ 6,679,910</u>
24						
25						
26 LIABILITIES:						
27						
28 ACCOUNTS PAYABLE	\$ 32,059	\$ -	\$ -	\$ -	\$ -	\$ 32,059
29 DUE TO DEVELOPER	-	-	-	-	-	-
30 DUE TO OTHER FUNDS	1,112,682	-	-	-	-	1,112,682
31 ACCRUED EXPENSES	-	-	-	-	-	-
32 MATURED BONDS PAYABLE	-	-	-	-	-	-
33 DEFERRED REVENUE (ON ROLL)	489,017	79,297	44,373	106,063	-	718,749
34 DEFERRED REVENUE (OFF ROLL)	-	-	-	-	-	-
35	-	-	-	-	-	-
36 FUND BALANCE:						
37						
38 NONSPENDABLE:						
39 PREPAID AND DEPOSITS	-	-	-	-	-	-
40 RESTRICTED FOR:						
41 DEBT SERVICE	-	-	-	-	-	-
42 CAPITAL PROJECTS	-	-	-	-	-	-
43 ASSIGNED:	24,689	-	-	-	-	24,689
44 UNASSIGNED:	2,663,960	784,508	361,380	938,424	43,459	4,791,732
45						
46 TOTAL LIABILITIES & FUND BALANCE	<u>\$ 4,322,406</u>	<u>\$ 863,805</u>	<u>\$ 405,753</u>	<u>\$ 1,044,487</u>	<u>\$ 43,459</u>	<u>\$ 6,679,910</u>

Solterra Resort CDD
General Fund
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending December 31, 2022

	FY2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1 REVENUE					
2 SPECIAL ASSESSMENTS - ON ROLL	\$ 2,851,513	2,168,373	2,366,784	(484,729)	83%
4 SOLTERRA RESORT HOA	21,000	-	3,600	(17,400)	17%
5 MISCELLANEOUS	-	-	1,125	-	0%
6 INTEREST	-	-	-	-	0%
7 FUND BALANCE FORWARD	-	-	-	-	0%
6 TOTAL REVENUE	2,872,513	2,168,373	2,371,509	(502,129)	83%
7					
8 EXPENDITURES					
9					
10 GENERAL ADMINISTRATIVE:					
11 SUPERVISOR FEES & RELATED PAYROLL EXPENDITURES	12,000	600	800	(11,200)	7%
12 DISTRICT MANAGEMENT	43,760	3,647	10,940	(32,820)	25%
13 MASS MAILING & PRINTING	1,500	-	31	(1,469)	2%
14 LEGAL ADVERTISING	1,500	-	57	(1,443)	4%
15 BANK FEES	500	-	-	(500)	0%
16 REGULATORY AND PERMIT FEES	250	-	175	(75)	70%
17 AUDITING SERVICES	3,000	-	-	(3,000)	0%
18 DISTRICT ENGINEER	10,000	1,672	6,063	(3,937)	61%
19 LEGAL SERVICES	25,000	-	14,636	(10,364)	59%
20 COUNTY ASSESSMENT COLLECTION FEE	25,000	-	-	(25,000)	0%
21 WEB SITE SETUP & ADMINISTRATION	2,015	-	1,515	(500)	75%
22 MISCELLANEOUS EXPENSES	-	-	313	313	100%
23 TOTAL GENERAL ADMINISTRATIVE	124,525	5,919	34,529	(89,996)	28%
24					
25 INSURANCE:					
26 GENERAL, PROPERTY & P OFFICIALS LIABILITY INSURANCE	36,880	-	34,215	(2,665)	93%
27 TOTAL INSURANCE	36,880	-	34,215	(2,665)	93%
28					
29 DEBT SERVICE ADMINISTRATION:					
30 ARBITRAGE REPORTING	750	-	-	(750)	0%
31 BOND AMORTIZATION SCHEDULE FEE	-	-	-	-	0%
32 DISSEMINATING AGENT	4,800	-	4,800	-	100%
33 TRUSTEE FEES	17,000	6,000	14,189	(2,811)	83%
34 TOTAL DEBT SERVICE ADMINISTRATION	22,550	6,000	18,989	(3,561)	84%
35					
36 UTILITIES:					
37 UTILITIES - ELECTRICITY & STREETLIGHTS	277,908	6,724	50,722	(227,186)	18%
38 UTILITIES - GAS	75,000	-	6,193	(68,807)	8%
39 UTILITIES - WATER	99,730	9,061	29,047	(70,683)	29%
42 TOTAL UTILITIES	452,638	15,785	85,962	(366,676)	19%
43					
44 SECURITY:					
45 SECURITY MONITORING - MAIN ENTRANCE & POOL	31,200	20,561	25,583	(5,617)	82%
46 SECURITY SYSTEM - MAIN ENTRANCE	2,400	-	-	(2,400)	0%
47 SECURITY - ACCESS CARDS	5,500	-	-	(5,500)	0%
48 SECURITY - PENALTY FALSE ALARM	8,500	-	-	(8,500)	0%
49 SECURITY GUARDHOUSE STAFFING	350,000	-	34,485	(315,515)	10%
50 SECURITY - PATROL	42,000	-	-	(42,000)	0%
51 GATE MAINTENANCE & REPAIR	10,000	4,452	4,597	(5,403)	46%
52 PHONE & INTERNET GUARDHOUSE	5,100	785	1,104	(3,996)	22%
53 TOTAL SECURITY	454,700	25,797	65,769	(388,931)	14%
54					
55 CLUBHOUSE/AMENITY ADMINISTRATION:					
56 STAFFING - AMENITY MANAGEMENT	50,000	-	6,350	(43,650)	13%
60 STAFFING - LIFESTYLE & POOL MONITORING	550,000	-	20,340	(529,660)	4%
61 CLUBHOUSE FACILITY MAINTENANCE - CLEANING	45,000	5,200	22,378	(22,622)	50%
62 CLUBHOUSE MAINTENANCE & REPAIRS	20,000	-	675	(19,325)	3%
63 CLUBHOUSE & LIFESTYLE SUPPLIES	60,000	350	3,151	(56,849)	5%
64 CLUBHOUSE AFTER HOURS EMERGENCY RESPONSE	500	-	-	(500)	0%
65 PEST CONTROL & TERMITE BOND	13,200	-	-	(13,200)	0%
66 COFFEE, WATER & VENDING SERVICES	7,000	28	98	(6,902)	1%
67 BACKGROUND CHECK & DRUG TESTING	750	-	-	(750)	0%
68 PHONE & INTERNET - CLUBHOUSE	12,514	220	1,777	(10,737)	14%
69 TOTAL CLUBHOUSE/AMENITY ADMINISTRATION	758,964	5,798	54,769	(704,195)	7%
70					
71 LANDSCAPE/PROPERTY MAINTENANCE:					
72 POND & WETLAND MAINTENANCE	53,800	2,393	7,179	(46,621)	13%
73 LANDSCAPE MAINTENANCE - CONTRACT	194,400	16,954	33,976	(160,424)	17%
74 LANDSCAPE REPLENISHMENT	116,667	-	-	(116,667)	0%
75 IRRIGATION REPAIRS & MAINTENANCE	20,000	2,723	2,723	(17,277)	14%
76 ASPHALT PAVEMENT REPAIR & MONITORING	25,000	-	-	(25,000)	0%
77 LANDSCAPE/PROPERTY CONTINGENCY	122,000	55,782	55,782	(66,218)	46%
78 COMPREHENSIVE FIELD SERVICES	10,000	833	2,500	(7,500)	25%
79 TOTAL LANDSCAPE/PROPERTY MAINTENANCE	541,867	78,685	102,160	(439,707)	19%
80					

Solterra Resort CDD
General Fund
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending December 31, 2022

	FY2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
81 FACILITY MAINTENANCE:					
82 POOL & LAZY RIVER REPAIR & MAINTENANCE	78,000	9,974	30,661	(47,339)	39%
83 POOL PERMIT	850	-	-	(850)	0%
84 SLIDE MAINTENANCE CONTRACT	2,500	-	-	(2,500)	0%
85 SIGNAGE	2,000	1,285	16,704	14,704	835%
86 ATHLETIC FACILITIES MAINT. & FITNESS EQUIP REPAIR	10,000	-	1,395	(8,605)	14%
87 REFUSE DUMPSTER SERVICE	70,000	6,122	17,553	(52,447)	25%
88 MISCELLANEOUS -INCLUDES PRESSURE WASHING	15,000	-	-	(15,000)	0%
89 CONTINGENCY	6,000	1,897	5,420	(580)	90%
90 TOTAL FACILITY MAINTENANCE	184,350	19,279	71,733	(112,617)	39%
91					
92 CAPITAL IMPROVEMENTS					
93					
94 CAPITAL IMPROVEMENT	196,039	-	20,343	(175,696)	10%
95 INCREASE FOR OPERATING CAPITAL RESERVE	100,000	-	-	(100,000)	0%
96 TOTAL CAPITAL IMPROVEMENTS	296,039	-	20,343	(275,696)	7%
97					
98					
99 TOTAL EXPENDITURES	2,872,513	157,263	488,470	(2,384,043)	17%
100					
101 EXCESS REVENUE OVER (UNDER) EXPENDITURES	-	2,011,111	1,883,039	(2,886,172)	
102					
103 OTHER FINANCING SOURCES (USES)					
104					
105 INTERFUND TRANSFER-OUT	-	-	-	-	
106 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-	
107					
108 NET CHANGE IN FUND BALANCE			1,883,039		
109					
110 FUND BALANCE - BEGINNING			805,609		
111					
112 FUND BALANCE - ENDING			2,688,650		

Solterra Resort CDD
DS Series 2013

Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending December 31, 2022

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1 REVENUE					
2					
3 ASSESSMENTS ON-ROLL (Net)	\$ 462,388	\$ 351,613	\$ 384,064	\$ (78,324)	83%
4 ASSESSMENTS OFF-ROLL	-	-	-	-	0%
5 INTEREST - INVESTMENT	-	1,071	3,308	3,308	100%
6 DISCOUNTS	-	-	-	-	0%
7 TOTAL REVENUE	462,388	352,685	387,372	(75,016)	84%
8					
9 EXPENDITURES					
10 COUNTY ASSESSMENT TAX COLLECTION FEES	-	-	-	-	
11 INTEREST EXPENSE	179,444	-	182,531	3,087	102%
12 INTEREST EXPENSE	179,444	-	-	(179,444)	0%
13 PRINCIPAL	100,000	-	95,000	(5,000)	95%
14 TOTAL EXPENDITURES	458,888	-	277,531	(181,357)	60%
15					
16 EXCESS REVENUE OVER (UNDER) EXPENDITURES	3,500	352,685	109,840	(242,844)	
17					
18 OTHER FINANCING SOURCES (USES)					
19 INTERFUND TRANSFER-IN	-	-	-	-	
20 INTERFUND TRANSFER-OUT	-	(928)	(2,248)	1,319	
21 TOTAL OTHER FINANCING SOURCES (USES)	-	(928)	(2,248)	1,319	
22					
23 NET CHANGE IN FUND BALANCE	-	351,756	107,593	(244,164)	
24					
25 FUND BALANCE - BEGINNING			676,915		
26					
27 FUND BALANCE - ENDING			\$ 784,508		



Solterra Resort CDD

DS Series 2014

**Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending December 31, 2022**

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	YEAR-TO DATE	VARIANCE	% OF BUDGET
1 REVENUE					
2					
3 ASSESSMENTS ON-ROLL (Net)	\$ 258,744	\$ 196,756	\$ 214,915	\$ (43,829)	83%
4 ASSESSMENTS OFF-ROLL	-	-	-	-	0%
5 INTEREST - INVESTMENT	-	392	1,399	1,399	100%
6 TOTAL REVENUE	258,744	197,148	216,314	(42,430)	84%
7					
8 EXPENDITURES					
9 COUNTY ASSESSMENT COLLECTIONS	-	-	-	-	
10 INTEREST EXPENSE	86,697	-	88,697	2,000	102%
11 INTEREST EXPENSE	86,697	-	-	(86,697)	0%
12 PRINCIPAL EXPENSE	85,000	-	80,000	(5,000)	94%
13 TOTAL EXPENDITURES	258,394	-	168,697	(89,697)	65%
14					
15 EXCESS REVENUE OVER (UNDER) EXPENDITURES	350	197,148	47,617	(149,531)	
16					
17 OTHER FINANCING SOURCES (USES)					
18 INTERFUND TRANSFER-IN	-	-	-	-	
19 INTERFUND TRANSFER-OUT	-	(346)	(838)	(838)	
20 TOTAL OTHER FINANCING SOURCES (USES)	-	(346)	(838)	(838)	
21					
22 NET CHANGE IN FUND BALANCE	350		46,779		
23					
24 FUND BALANCE - BEGINNING			314,601		
25 FUND BALANCE APPROPRIATED					
26 FUND BALANCE - ENDING			\$ 361,380		



Solterra Resort CDD
DS Series 2018

Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending December 31, 2022

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1 REVENUE					
2					
3 ASSESSMENTS ON-ROLL (Net)	\$ 618,463	\$ 470,297	\$ 513,703	\$ 43,406	0.830611904
4 ASSESSMENTS OFF-ROLL	-	-	-	-	
5 INTEREST - INVESTMENT	-	1,337	4,057	2,719	100%
6 DISCOUNTS	-	-	-	-	
7 TOTAL REVENUE	<u>618,463</u>	<u>471,634</u>	<u>517,759</u>	<u>46,125</u>	<u>84%</u>
8					
9 EXPENDITURES					
10 COUNTY ASSESSMENT COLLECTIONS	-	-	-	-	
11 INTEREST EXPENSE	229,453	-	229,441	(12)	100%
12 INTEREST EXPENSE	226,253	-	-	-	0%
13 PRINCIPAL	160,000	-	-	(160,000)	0%
14 TOTAL EXPENDITURES	<u>615,706</u>	<u>-</u>	<u>229,441</u>	<u>(160,012)</u>	<u>37%</u>
15					
16 EXCESS REVENUE OVER (UNDER) EXPENDITURES	2,757	471,634	288,319	(183,316)	
17					
18 OTHER FINANCING SOURCES (USES)					
19 INTERFUND TRANSFER-IN	-	-	-	-	
20 INTERFUND TRANSFER-OUT	-	(1,029)	(157,405)	156,375	
21 TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>(1,029)</u>	<u>(157,405)</u>	<u>156,375</u>	
22					
23 NET CHANGE IN FUND BALANCE	<u>-</u>	<u>470,605</u>	<u>130,914</u>	<u>(339,691)</u>	
24					
25 FUND BALANCE - BEGINNING			807,510		
26					
27 FUND BALANCE - ENDING			<u>\$ 938,424</u>		



Solterra Resort CDD
Construction Fund 2013
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending December 31, 2022

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	77
4 TOTAL REVENUE	77
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	16,546
8	-
9 TOTAL EXPENDITURES	16,546
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(16,469)
12	
13 OTHER FINANCING SOURCES (USES)	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	2,248
16 INTERFUND TRANSFER-OUT	-
17 TOTAL OTHER FINANCING SOURCES (USES)	2,248
18	
19 NET CHANGE IN FUND BALANCE	(14,222)
20	
21 FUND BALANCE - BEGINNING	-
22	
23 FUND BALANCE - ENDING	\$ (14,222)



Solterra Resort CDD
Construction Fund 2014
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending December 31, 2022

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	29
4 TOTAL REVENUE	29
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	6,173
8	-
9 TOTAL EXPENDITURES	6,173
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(6,144)
12	
13 OTHER FINANCING SOURCES (USES)	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	838
16 INTERFUND TRANSFER-OUT	-
17 TOTAL OTHER FINANCING SOURCES (USES)	838
18	
19 NET CHANGE IN FUND BALANCE	(5,306)
20	
21 FUND BALANCE - BEGINNING	5,652
22	
23 FUND BALANCE - ENDING	\$ 346



Solterra Resort CDD
Construction Fund 2018
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending December 31, 2022

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	13
4 TOTAL REVENUE	13
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	158,339
8	-
9 TOTAL EXPENDITURES	158,339
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(158,326)
12	
13 OTHER FINANCING SOURCES (USES)	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	157,405
16 INTERFUND TRANSFER-OUT	-
17 TOTAL OTHER FINANCING SOURCES (USES)	157,405
18	
19 NET CHANGE IN FUND BALANCE	(922)
20	
21 FUND BALANCE - BEGINNING	1,951
22	
23 FUND BALANCE - ENDING	\$ 1,029



Solterra Resort CDD
Construction Fund 2018 Phase 2B
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending December 31, 2022

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	266
4 TOTAL REVENUE	266
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	-
8	-
9 TOTAL EXPENDITURES	-
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	266
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	266
20	
21 FUND BALANCE - BEGINNING	40,883
22	
23 FUND BALANCE - ENDING	\$ 41,148



**Solterra Resort CDD
Cash Reconciliation (GF)
12/31/2022**

	<u>BANK UNITED</u>
Balance Per Bank Statement	\$ 3,955,160.48
Plus: Deposits	\$ -
Less: Outstanding Checks	<u>(\$164,148.49)</u>
<i>Adjusted Bank Balance</i>	<u><u>\$ 3,791,011.99</u></u>

Beginning Bank Balance Per Books	\$ 918,654.41
Add: Cash Receipts	3,187,039.86
Less: Cash Disbursements	(314,682.28)
<i>Balance Per Books</i>	<u><u>\$ 3,791,011.99</u></u>



**CHECK REGISTER
FY 2023**

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
EOY Balance 9-30-2022						959,661.44
10/01/2022	5129	Egis Insurance & Risk Advisors	FY Insurance Policy # 100122585 10/01/22-10/01/23		34,215.00	925,437.94
10/03/2022	01ACH100322	DUKE ENERGY	0 Solterra Blvd Lite 8/9-9/8		1,334.32	924,103.62
10/03/2022	02ACH100322	DUKE ENERGY	7524 Oak Spring LN Irrigation 8/6-9/7		30.42	924,073.20
10/03/2022	03ACH100322	DUKE ENERGY	7310 Oakmoss Loop Irrigation 8/6- 9/7		30.42	924,042.78
10/03/2022	04ACH100322	DUKE ENERGY	7632 Oak Spring LN Irrigation 8/6-9/7		30.42	924,012.36
10/03/2022	05ACH100322	DUKE ENERGY	7102 Oakmoss Loop Irrigation 8/6-9/7		30.42	923,981.94
10/03/2022	06ACH100322	DUKE ENERGY	6022 Board Oak Dr Pump 8/6-9/7		30.41	923,951.53
10/03/2022	07ACH100322	DUKE ENERGY	5456 Misty Oak Cir Pump 8/6-9/7		30.41	923,921.12
10/03/2022	10322ACH1	DUKE ENERGY	4000 OAKMONT BLVD 8/6/22 - 9/7/22		49.42	923,871.70
10/03/2022	10322ACH2	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 8/6/22 - 9/7/22		92.00	923,779.70
10/04/2022	01ACH100422	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 8/9-9/8		4,493.24	919,286.46
10/04/2022	100092	Cintas	Invoice: 4132520499 (Reference: Facility Maintenance For Cleaning.)		314.06	918,972.40
10/04/2022	100093	CRYSTAL SPRINGS	Invoice: 18244974 092522 (Reference: Coffee, Water & Vending Services.)		28.45	918,943.95
10/10/2022	ACH101022	DUKE ENERGY	000 Solterra Blvd Lite 8/17-9/16		789.16	918,154.79
10/11/2022	100095	CLERK OF COURT	Invoice: 100422-4803 (Reference: False Security Alarm.)		508.00	917,646.79
10/11/2022	100096	I-Deal Refuse Savings, Inc.	Invoice: 407912 (Reference: Dump and Return Compactor.) Invoice: 407918 (Reference: Dump and ...		1,556.70	916,090.09
10/11/2022	100097	Innersync	Invoice: 20831 (Reference: Website Services.)		1,515.00	914,575.09
10/11/2022	100098	POLK COUNTY UTILITIES	Invoice: 092622-3364 (Reference: Reuse Usage.) Invoice: 092622-5234 (Reference: Waste Water U...		11,167.17	903,407.92
10/11/2022	100099	Power Pool Services, LLC	Invoice: 2678 (Reference: Pool Service Oct.) Invoice: 2692 (Reference: Service after Natural ...		4,000.00	899,407.92
10/11/2022	100100	SPIES POOL, LLC	Invoice: 390416 (Reference: Pool Bulk Bleach.) Invoice: 390111 (Reference: Pool Bulk Bleach.)		1,786.65	897,621.27
10/11/2022	100101	Steadfast Environmental LLC	Invoice: SE-21550 (Reference: Routine Pond Spraying.)		2,393.00	895,228.27
10/11/2022	100102	YELLOWSTONE LANDSCAPE	Invoice: OS 437596 (Reference: Quarterly Date Palm Injection and Fertilizer.) Invoice: OS 437...		14,657.93	880,570.34
10/11/2022	100103	King Jackson Music LLC	Invoice: SR9222022 (Reference: Duo Music.)		350.00	880,220.34
10/11/2022	100104	METFITNESS LLC	Invoice: INV-4116 (Reference: Aqua Zumba Group Fitness Class.)		240.00	879,980.34
10/11/2022	100105	Captain Carnival LLC	Invoice: 15399 (Reference: Clubhouse Entertainment DJ.)		350.00	879,630.34
10/11/2022	100094	Amenity Services LLC	Cleaning of Clubhouse. Duplicate Payment		3,500.00	876,130.34
10/17/2022	100106	Spectrum Business	Invoice: 067483201100422 (Reference: Phone and Internet.)		277.96	875,852.38
10/17/2022	100107	Envera Systems	Invoice: 719961 (Reference: Security Monitoring Pool.)		2,510.87	873,341.51
10/17/2022	100108	I-Deal Refuse Savings, Inc.	Invoice: 407936 (Reference: Dump and Return Compactor.)		593.92	872,747.59
10/18/2022	ACH1101822	DUKE ENERGY	8/26-9/26 0000 Oakmont Blvd		469.75	872,277.84
10/18/2022	101822ACH1	DUKE ENERGY	Invoice: 092722-1688 (Reference: 8/26/22 - 9/26/22.)		469.75	871,808.09
10/19/2022	ACH101922	DUKE ENERGY			171.44	871,636.65
10/19/2022	ACH2101922	DUKE ENERGY	5290 Solterra Blvd Irrigation 8/26-9/26		60.88	871,575.77
10/19/2022	101922ACH1	DUKE ENERGY	4000 Oakmont Blvd LITE SOLTERRA PH2A-SL 7/14-8/11 Double Paid		2,137.64	869,438.13
10/19/2022	101922ACH2	DUKE ENERGY	Lite Solterra PH2C July 20-Aug 18. Double payment \$1314.11+8.59 adm fee		1,322.70	868,115.43
10/19/2022			Deposit	3,600.00		871,715.43
10/19/2022	100110	Spectrum Business	Invoice: 093404701092322 (Reference: Phone and Internet.) Invoice: 092622-5-02 (Reference: Ph...		854.32	870,861.11
10/19/2022	100111	Cintas	Invoice: 4133212597 (Reference: Facility Maintenance Cleaning.) Invoice: 4133899103 (Referenc...		628.12	870,232.99
10/19/2022	100112	DUKE ENERGY	Invoice: 092822-5266 (Reference: Utility.) Invoice: 092922-5563 (Reference: Utility.)		912.66	869,320.33
10/19/2022	100113	SPIES POOL, LLC	Invoice: 391088 (Reference: Bulk Beach Pool Supplies.)		2,571.90	866,748.43
10/19/2022	100114	STANTEC CONSULTING SERVICES, INC.	Invoice: 19889377 (Reference: Professional services.)		904.00	865,844.43
10/19/2022	100115	Captain Carnival LLC	Invoice: 15355 (Reference: Entertainment DJ.)		1,700.00	864,144.43
10/19/2022	100116	METFITNESS LLC	Invoice: INV-4096 (Reference: weekly Group Zumba.)		360.00	863,784.43
10/19/2022	100117	King Jackson Music LLC	Invoice: SR8232022 (Reference: Duo Music.)		350.00	863,434.43
10/19/2022	100118	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 63293 (Reference: Facility Cleaning Maintenance.)		326.45	863,107.98
10/20/2022	ACH2102022	DUKE ENERGY	5200 OAKMONT BLVD 8/27-9/27		8,975.10	854,132.88
10/20/2022	100119	COMMUNITY WATCH SOLUTIONS, LLC	Invoice: 2058 (Reference: Security Services.)		16,179.65	837,953.23
10/20/2022	100120	FLORIDA Pest Control	Invoice: 8735771 (Reference: Pest Control May.) Invoice: 8735789 (Reference: Pest Control Ser...		2,336.00	835,617.23
10/20/2022	100121	SPIES POOL, LLC	Invoice: 391250 (Reference: Bulk Bleach Lazy River.)		1,375.00	834,242.23
10/20/2022	102022ACH1	FLORIDA DEPT OF REVENUE	Florida Tax Payment 7/22 - 9/22		312.55	833,929.68
10/21/2022	100122	Cintas	Invoice: 413456569 (Reference: Facility Maintenance.)		314.06	833,615.62
10/21/2022	100123	DUKE ENERGY	Lite Solterra PH2C J 09/20-10/18/22		1,314.20	832,301.42
10/25/2022	ACH1102522	DUKE ENERGY	00 Solterra Blvd LITE 9/2-10/3		1,031.44	831,269.98
10/31/2022	ACH1103122	DUKE ENERGY	7632 Oak Spring LN Irrigation 9/6-10/6		30.42	831,239.56
10/31/2022	ACH2103122	DUKE ENERGY	6022 Board Oak Dr Pump 9/8-10/5		30.41	831,209.15
10/31/2022	ACH3103122	DUKE ENERGY	7524 Oak Spring Lane 9/8-10/6		30.42	831,178.73
10/31/2022	ACH4103122	DUKE ENERGY	7310 Oakmoss Loop Irrigation 9/8- 10/6		30.42	831,148.31
10/31/2022	ACH5103122	DUKE ENERGY	7102 Oakmoss Loop Irrigation9/8-10/6		30.42	831,117.89
10/31/2022	5130	CANDICE SMITH	BOS MTG 10/27/22		200.00	830,917.89
10/31/2022	ACH103122	DUKE ENERGY	4000 OAKMONT BLVD 9/8/22 - 10/6/22		42.97	830,874.92
10/31/2022	ACH2113122	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 9/8/22 - 10/6/22		59.56	830,815.36
10/31/2022	ACH103122	DUKE ENERGY	5456 Misty Oak Cir Pump 9/8-10/6		30.41	830,784.95
10/31/2022				3,600.00	132,467.99	830,784.95
11/01/2022	100124	Spectrum Business	Invoice: 093404701102322 (Reference: Phone and Internet.)		111.63	830,673.32
11/01/2022	100125	Cintas	Invoice: 4135276674 (Reference: Facility Cleaning Maintenance.) Invoice: 102822- (Reference: ...		922.78	829,750.54
11/01/2022	100127	CRYSTAL SPRINGS	Invoice: 18244974 102322 (Reference: Filtration System Rental.)		28.45	829,722.09
11/01/2022	100128	DVPG M&C	Invoice: 403564 (Reference: Dissemination Agent.) Invoice: 403524 (Reference: Monthly Contrac...		9,280.00	820,442.09
11/01/2022	100129	Evergreen Lifestyles Mgmt	Invoice: SRCDD0922C (Reference: Monthly Management fees.)		29,337.11	791,104.98
11/01/2022	100130	I-Deal Refuse Savings, Inc.	Invoice: 408213 (Reference: Solid Waste Disposal.) Invoice: 408222 (Reference: Solid Waste Di...		2,188.63	788,916.35
11/01/2022	100131	KE Law Group, PLLC	Invoice: 4571 (Reference: Legal services.)		7,754.00	781,162.35
11/01/2022	100132	POLK COUNTY UTILITIES	Invoice: 102122-8052 (Reference: Reclaimed Water.) Invoice: 102122-3364 (Reference: Reclaimed...		528.28	780,634.07
11/01/2022	100133	YELLOWSTONE LANDSCAPE	Invoice: OS 443295 (Reference: Monthly Landscape Maintenance Oct.)		16,166.00	764,468.07
11/02/2022	100134	Power Pool Services, LLC	Invoice: 2734 (Reference: Service Call.)		120.00	764,348.07
11/02/2022	100135	Amenity Services LLC	Invoice: 1557.5 (Reference: Facility Cleaning Maintenance.) Invoice: 1547 (Reference: Facilit...		7,151.00	757,197.07
11/03/2022			Deposit	16,166.00		773,363.07
11/04/2022	100137	Cintas	Invoice: 4135969687 (Reference: Facility Cleaning Maintenance.)		314.06	773,049.01
11/04/2022	100138	DUKE ENERGY	Invoice: 102622-1688 (Reference: Utility.)		939.50	772,109.51
11/04/2022	100139	EXERCISE SYSTEMS, INC.	Invoice: 049023 (Reference: Amenity Facility & Fitness.)		1,095.00	771,014.51
11/04/2022	100140	Power Pool Services, LLC	Invoice: 2772 (Reference: Pool Service For November.)		2,800.00	768,214.51
11/04/2022	100141	YELLOWSTONE LANDSCAPE	Invoice: OS 451683 (Reference: Monthly Landscape Maintenance For Nov 2022.)		16,166.00	752,048.51
11/07/2022	100142	I-Deal Refuse Savings, Inc.	Invoice: 408254 (Reference: Solid Waste Disposal.)		545.11	751,503.40
11/07/2022	100143	METFITNESS LLC	Invoice: INV-4145 (Reference: Athletic Facilities Fitness.)		300.00	751,203.40
11/07/2022	100144	One Day Masterpieces	Invoice: 102822- (Reference: Various Property signs.)		6,812.19	744,391.21
11/08/2022	ACH3110822	DUKE ENERGY	000 Solterra Blvd Lite 9/17-10/17		789.16	743,602.05
11/08/2022			Deposit	7,106.71		750,908.76
11/09/2022	100145	Envera Systems	Invoice: 720981 (Reference: Alarm Monitoring services.)		2,510.87	748,397.89
11/09/2022	100146	I-Deal Refuse Savings, Inc.	Invoice: 408279 (Reference: Dump and return compactor.)		595.66	747,802.23
11/09/2022	100147	Paradise Property Solutions & Services	Invoice: 1352 (Reference: Delineator post.)		455.00	747,347.23
11/09/2022	100148	POLK COUNTY UTILITIES	Invoice: 102122-4492 (Reference: 5200 Solterra Blvd CLUB 9/8-10/10.)		9,023.37	738,323.86
11/09/2022	100149	Pro-Tech Air Conditioning & Plumbing Svc.	Invoice: 124794225 (Reference: quarterly HVAC Maintenance.)		674.56	737,649.30
11/09/2022	100150	SPIES POOL, LLC	Invoice: 392280 (Reference: Wire nut and labor.)		277.50	737,371.80
11/09/2022	100151	Steadfast Environmental LLC	Invoice: SE-21643 (Reference: Routine Aquatic Maintenance.)		2,393.00	734,978.80
11/09/2022	100152	Amenity Services LLC	Invoice: 1762 (Reference: Facility Cleaning Maintenance.)		3,773.00	731,205.80
11/09/2022	100153	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 63675 (Reference: Janitorial supplies.) Invoice: 63164 (Reference: Janitorial suppli...		1,774.33	729,431.47
11/10/2022	100156	One Day Masterpieces	Invoice: 436144 (Reference: Various Property Signs.)		6,812.19	722,619.28
11/10/2022	100154	Amenity Services LLC	Invoice: 1662 (Reference: Cleaning of Clubhouse.)		3,500.00	719,119.28
11/10/2022	100155	Amenity Services LLC	Invoice: 1711 (Reference: Cleaning of Clubhouse.)		3,500.00	715,619.28
11/10/2022			Deposit	3,792.96		719,612.24
11/11/2022	ACH2111122	DUKE ENERGY	0 Solterra Blvd Lite 09/9-10/7		1,334.32	718,277.92
11/14/2022	100157	ADMIRAL OUTDOOR FURNITURE	Invoice: ACFQ60531 (Reference: Deposit of replacement of the Canopy Fabric.)		20,343.25	697,934.67
11/14/2022	100158	Spectrum Business	Invoice: 076832502102622 (Reference: Phone and Internet.)		743.90	697,190.77
11/14/2022	100159	Cintas	Invoice: 4136666006 (Reference: Janitorial and cleaning supplies.)		314.06	696,876.71
11/14/2022	100160	SPIES POOL, LLC	Invoice: 392455 (Reference: Pool and Lazy River R&M.) Invoice: 392491 (Reference: Pool and La...		921.95	695,954.76
11/14/2022	100161	Amenity Services LLC	Invoice: 1765 (Reference: Late fee.) Invoice: 1766 (Reference: late fee.)		715.00	695,239.76
11/15/2022	ACH4111522	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 9/9-10/7		4,493.24	690,746.52
11/15/2022	100162	Spectrum Business	Invoice: 067483201110422 (Reference: Utilities.)		277.96	690,468.56
11/15/2022	100163	BUSINESS OBSERVER	Invoice: 22-01721K (Reference: Legal Advertising Nov.)		56.88	690,411.68
11/16/2022			Deposit	1,125.00		691,536.68
11/16/2022			Deposit	35,677.69		727,214.37
11/17/2022	ACH111722	DUKE ENERGY	000 Oakmont Blvd. LITE Solterra PH2B SL 09-28-10-26-22		1,753.58	725,460.79
11/17/2022	ACH111722	DUKE ENERGY	5300 Solterra Blvd Lift 9/27-10/25		158.73	725,302.06
11/17/2022	100164	COMMUNITY WATCH SOLUTIONS, LLC	Invoice: 2073 (Reference: Security System Maintenance.)		18,305.49	706,996.57
11/17/2022	100165	I-Deal Refuse Savings, Inc.	Invoice: 408265 (Reference: Solid Waste Disposal.) Invoice: 408266 (Reference: Solid Waste Di...		1,451.73	705,544.84
11/17/2022	100166	KE Law Group, PLLC	Invoice: 4885 (Reference: Legal Services.)		4,450.00	701,094.84
11/17/2022	100167	SPIES POOL, LLC	Invoice: 392289 (Reference: Pool and Lazy River R&M.) Invoice: 392522 (Reference: Pool and La...			

**CHECK REGISTER
FY 2023**

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
11/18/2022	ACH1111822	DUKE ENERGY	Utility: Sep 28-Oct 26		35.87	697,986.99
11/18/2022	ACH111822	DUKE ENERGY	5200 OAKMONT BLVD 9/28-10/26		7,363.02	690,623.97
11/18/2022	5132	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	FY 2022/2023 Special District Fee Invoice/Update Form		175.00	690,448.97
11/18/2022	ACH111822	DUKE ENERGY	Utility 08/27-09/27/22		876.79	689,572.18
11/21/2022	100170	DPFG M&C	Invoice: 404429 (Reference: District Management Services.)		4,480.00	685,092.18
11/21/2022	100171	I-Deal Refuse Savings, Inc.	Invoice: 407709 (Reference: Compactor Rental.) Invoice: 408299 (Reference: Solid Waste Dispos...		904.74	684,187.44
11/21/2022	100172	KIMLEY-HORN & ASSOCIATES, INC	Invoice: 23073916 (Reference: District Engineer OCT.)		3,174.61	681,012.83
11/21/2022			Deposit	104,487.56		785,500.39
11/22/2022	100173	Cintas	Invoice: 4137886443 (Reference: Janitorial supplies.)		314.06	785,186.33
11/22/2022	100174	ENVERA	Invoice: 00053770 (Reference: System test surge/lighting.)		145.00	785,041.33
11/22/2022	100175	I-Deal Refuse Savings, Inc.	Invoice: 408546 (Reference: Replaced Rollers.) Invoice: 408552 (Reference: Dump and Return Co...		1,412.41	783,628.92
11/23/2022	ACH2112322	DUKE ENERGY	00 Solterra Blvd LITE10/04-11/1		1,031.44	782,597.48
11/25/2022			Deposit	141,361.17		923,958.65
11/28/2022	01ACH112822	DUKE ENERGY	5290 Solterra Blvd Irrigation 09/27-10/25		91.31	923,867.34
11/28/2022	ACH112822	FLORIDA PUBLIC UTILITIES	Service 09/21-10/20/22		241.27	923,626.07
11/29/2022	ACH1112922	DUKE ENERGY	7524 Oak Spring Lane 10/7-11/4		30.42	923,595.65
11/29/2022	ACH2112922	DUKE ENERGY	7310 Oakmoss Loop Irrigation 10/7- 11/4		30.42	923,565.23
11/29/2022	ACH3112922	DUKE ENERGY	7632 Oak Spring LN Irrigation 10/7-11/4		30.42	923,534.81
11/29/2022	ACH4112922	DUKE ENERGY	7102 Oakmoss Loop Irrigation 10/78-11/4		30.42	923,504.39
11/29/2022	ACH5112922	DUKE ENERGY	6022 Board Oak Dr Pump 10/04-11/4		30.41	923,473.98
11/29/2022	ACH112922	DUKE ENERGY	5456 Misty Oak Cir Pump 10/7-11/4		30.41	923,443.57
11/29/2022	ACH4112922	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 10/7/22 - 11/8/22		66.02	923,377.55
11/30/2022	ACH6113022	DUKE ENERGY	0 Solterra Blvd Lite 108-11/7		1,334.32	922,043.23
11/30/2022	100176	CRYSTAL SPRINGS	Invoice: 18244974 112022 (Reference: Coffee, Water & Vending Services.)		41.45	922,001.78
11/30/2022	100177	SPIES POOL, LLC	Invoice: 392764 (Reference: Pool and Lazy River R&M.) Invoice: 392929 (Reference: Pool and La...		2,304.95	919,696.83
11/30/2022	100178	Amenity Services LLC	Invoice: 1796 (Reference: Carpet Cleaning of Clubhouse.)		650.00	919,046.83
11/30/2022	100179	Captain Carnival LLC	Invoice: 15398 (Reference: Entertainment DJ.)		350.00	918,696.83
11/30/2022	ACH112922	DUKE ENERGY	4000 OAKMONT BLVD 10/7/22 - 11/4/22		42.42	918,654.41
11/30/2022				309,717.09	221,847.63	918,654.41
12/01/2022	ACH120122	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 10/8-11/7		4,493.24	914,161.17