

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

December 13, 2023

**BOARD OF SUPERVISORS
REGULAR MEETING AND
AUDIT COMMITTEE
MEETING AGENDA**

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Westview South Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

December 6, 2023

Board of Supervisors
Westview South Community Development District

Dear Board Members:

The Board of Supervisors of the Westview South Community Development District will hold a Regular Meeting and Audit Committee Meeting on December 13, 2023 at 2:00 p.m., at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Osceola Property Appraiser Agreement
4. Ratification Items
 - A. Acceptance of Supplemental Corporate Declaration and Supplemental District Engineer's Certificate Related to the Acquisition of Pod A, Phase 1A Improvements, Cypress Parkway Improvements and Work Product
 - B. Acquisition of Pod A, Phase 1A Improvements, Cypress Parkway Improvements and Work Product
 - C. Enviraquatic, LLC Aquatic Maintenance Services Agreement
 - D. Floralawn Inc., Agreement for Pond Maintenance Services
 - E. Jr. Davis Construction Company, Inc., Change Order #2 [Pod B Project]
 - F. Jr. Davis Construction Company, Inc., Change Order #3 [Pod B Project]
5. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondent: Atwell, LLC
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

NOTE: Meeting Time

6. Consideration of Resolution 2024-01, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
7. Recess Regular Meeting/Commencement of Audit Selection Committee Meeting
8. Review of Responses to Request for Proposals (RFP) for Annual Audit Services
 - A. Affidavit of Publication
 - B. RFP Package
 - C. Respondent(s)
 - I. Grau & Associates
 - II. Berger, Toombs, Elam, Gaines & Frank
 - D. Auditor Evaluation Matrix/Ranking
9. Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting
10. Consider Recommendation of Audit Selection Committee
 - Award of Contract
11. Consider Assignment of Pod B and the Lift Station
12. Acceptance of Unaudited Financial Statements as of October 31, 2023
13. Approval of August 9, 2023 Public Hearing and Regular Meeting Minutes
14. Staff Reports
 - A. District Counsel: *Kutak Rock, LLP*
 - B. District Engineer (Interim): *Atwell, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: January 10, 2024 at 2:00 PM

○ QUORUM CHECK

SEAT 1	PATRICK "ROB" BONIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	HEATHER ISAACS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOSH KALIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	LOGAN LANTRIP	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	NORA SCHUSTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

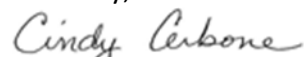
15. Board Members' Comments/Requests

16. Public Comments

17. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 867 327 4756

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

3

AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of November 2023, by and between Westview South Community Development District (CDD), and **Katrina S. Scarborough, Osceola County Property Appraiser** (Property Appraiser), who understand and agree as follows:

WITNESSETH

Whereas, Westview South CDD has declared its intent to use the uniform method of collecting non-ad valorem assessment as authorized by section 197.3631, Florida Statutes (2015), pursuant to the method provided for in sections 197.3632 and 197.3635, Florida Statutes (2015).

Whereas, section 197.3632(2), Florida Statutes (2015), requires that a written agreement be entered into between Westview South CDD and Property Appraiser providing for reimbursement by Westview South CDD of the necessary administrative costs incurred by the Property Appraiser under section 197.3632.

Now Therefore the parties agree that:

1. The Property Appraiser shall perform those services specified in section 197.3632, to be performed by a property appraiser for the benefit of Westview South CDD. In performing those services, the Property Appraiser may obtain the assistance of Osceola County.

2. Westview South CDD shall reimburse the Property Appraiser for all necessary administrative costs incurred providing such services, including any administrative costs incurred by Osceola County at the request of the Property Appraiser as set forth in section 197.3632(2).

3. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming as prescribed in section 197.3632(2). Westview South CDD also agrees to hold the Property Appraiser

harmless for any and all costs, court costs, and attorney's fees resulting from or arising from any and all challenges, both administrative and judicial, which the Property Appraiser may be required to defend involving the imposition and/or levy of non-ad valorem assessment. All such administrative costs and additional costs, court costs, and attorney's fees incurred by the Property Appraiser in both administrative and judicial challenges shall be paid to the Property Appraiser within fifteen (15) days of the presentment of a statement or invoice setting forth the amount due and the reason therefore.

4. This Agreement is the minimum necessary to implement the law and will be amended as necessary from time to time to clarify or supplement the provisions hereof.

5. The parties hereto agree that the Property Appraiser, by executing this Agreement and agreeing to assist Westview South CDD in the collection of non-ad valorem assessments, does not warrant either the legal efficacy or validity of any levies made by Westview South CDD as non-ad valorem assessments, or the correctness of the amount of the levy or charge imposed against the parcels of property to be subject to the levy, or any individual parcel subject to said levy.

6. The parties agree that any errors made in the amount of the levy or imposition or any other errors of omission or commission regardless of the nature or cause of same, shall be processed and corrected exclusively and solely by Westview South CDD and that the Property Appraiser shall not be responsible for same. The parties further agree that all requests or claims made by any affected property owner for correction shall be processed exclusively by Westview South CDD and shall be filed with Westview South CDD, or its designee, provided that its designee shall not be the Property Appraiser.

7. The term of this Agreement shall commence with the 2024 non-ad valorem assessment rolls of Westview South CDD and shall continue and extend uninterrupted from year to year from the effective date as indicated below unless a notice of discontinuance shall be issued by any party. A notice of discontinuance shall be in writing and shall be delivered not less than ninety (90) days in advance of the commencement of the next fiscal year of Westview South CDD save and except during those years when Westview South CDD in timely fashion notifies the Tax Collector and the Property Appraiser that it needs to collect and enforce the assessment pursuant to other provisions of law.

8. The parties to this Agreement agree to consult and cooperate as necessary and practical for the efficient and timely listing, preparation, submissions, certification, collection and enforcement against delinquencies of Westview South CDD non-ad valorem or special assessment rolls and levies, including provision by Westview South CDD to the other parties of any staff assistance reasonably necessary and required to effect the purposes of this Agreement.

9. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or discontinued, unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alter substantially the benefits of the Agreement for either of the parties or renders the statutory and regulatory obligations unperformable.

11. This Agreement shall be governed by the laws of the State of Florida.

12. Written notice shall be given to the parties at the following address, or such other place or person as each of the parties shall designate by similar notice:

a. Westview South CDD: 2300 Glades Road, Suite 410W
Boca Raton, FL 33431

b. Property Appraiser: 2505 E. Irlo Bronson Memorial Highway
Kissimmee, Florida 34744-4909

In Witness Where of the parties have hereunto set their hand and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

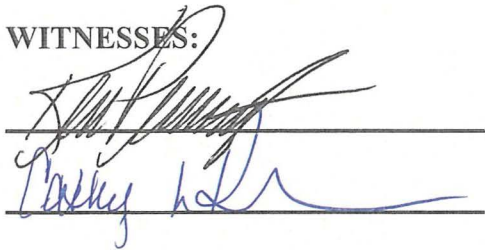
Westview South CDD

By: _____

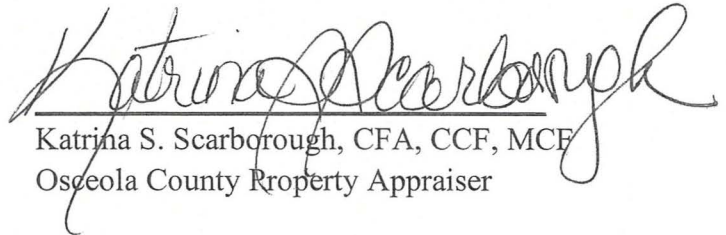
By: _____

As authorized for execution by the _____ of Westview South CDD
at its _____ regular meeting

WITNESSES:



OSCEOLA COUNTY PROPERTY APPRAISER:



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

4A

SUPPLEMENTAL CORPORATE DECLARATION AND AGREEMENT
[WESTVIEW SOUTH - POD A, PHASE 1A IMPROVEMENTS, CYPRESS PARKWAY
IMPROVEMENTS & WORK PRODUCT]

LT WESTVIEW, LLC, a Delaware limited liability company (“Developer”), does hereby certify to the Westview South Community Development District (“District”), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within the Westview South Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“District”).
2. The District’s *Engineer’s Report (Restated)*, dated May 31, 2023, as supplemented by the *First Supplemental Engineer’s Report (2023 Projects)*, dated May 31, 2023 (together, “**Engineer’s Report**”) describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain “**Improvements**” described in the Engineer’s Report. To date, the District has acquired those certain Improvements and Work Product from the Developer in the amounts identified in **Exhibit A** attached hereto.
4. The Developer has previously executed a *Corporate Declaration and Agreement [Pod A, Phase 1A Improvements, Cypress Parkway Improvements & Work Product]* for the acquisition (“Prior Declaration”) of the above-referenced Improvements that had been completed and paid for as of the date of the Prior Declaration.
5. As of the date of the acquisition, certain amounts were still owed to the contractor (balances owed and retainage) and the Developer agreed to timely make payment for all remaining amounts owed and to ensure that no liens were placed on the property.
6. As of the date of this Supplemental Declaration, the Developer has further paid to the contractor a portion of the amounts owed to contractors at the execution of the Prior Declaration, as identified in **Exhibit B** attached hereto.
7. Subject to the terms of the *Acquisition Agreement* dated July 6, 2023, between the District and the Developer, the Developer requests to be paid from bond proceeds the amount of **\$1,120,327.76** which represents the portions of the balances paid for Improvements previously acquired by the District, as identified in **Exhibit B**.
8. In making this Supplemental Declaration, I understand that the District intends to rely on this Supplemental Declaration, as well as the Pay Application, Proof of Payment and Summary of Payment attached hereto as **Exhibit C**, as evidence of payment the amounts owed to the contractor since the execution of the Prior Declaration.

IN WITNESS WHEREOF, the undersigned has executed this *Supplemental Corporate Declaration and Agreement* for and on behalf of the Developer as of the 31 day of August, 2023.

Executed this 31st day of August, 2023.

WITNESSES

LT WESTVIEW, LLC, a Delaware limited liability company

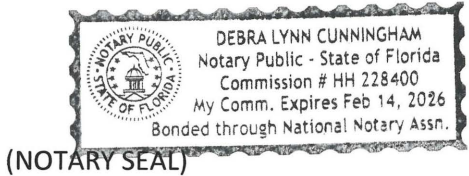
By: [Signature]
Name: STEVEN M. AGRESTA

[Signature]
Name: Brian Brunhofer
Title: Vice President.

By: [Signature]
Name: Josh Kalin

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 31st day of August, 2023, by Brian Brunhofer as Vice President of LT WESTVIEW, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: Debra Lynn Cunningham
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

- Exhibit A** – Previously Acquired Improvements and Work Product
- Exhibit B** - Supplemental Payments for Acquired Improvements
- Exhibit C** – Pay Applications, Proof of Payment and Summary of Payment

Exhibit A

Previously Acquired Improvements and Work Product

EXHIBIT A

Description of Pod A, Phase 1A Improvements, Cypress Parkway Improvements & Work Product

Pod A, Phase 1A Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Tract LS-1 (Lift Station), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), and Tract A-4 (Osceola County Right-of-Way), each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Wetland W-1, Wetland W-2, and Wetland W-3 (Wetland Preserved Area), Wetland W-4 (Wetland Easement/Conservation Area), Tracts P-100, P-110, P-120, P-130, P-140, and P-200 (Storm Water Pond), all “Drainage Easement(s),” and all “Drainage and Fence Easement,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Future Development Drainage & Surface Water Management – Mass grading and pond excavation related to drainage and surface water management systems (i.e., public improvements only) located within Tracts FD-1, FD-2 and FD-3 (Future Development), as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Cypress Parkway Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Work Product—Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced Improvements.

[CONTINUED ON FOLLOWING PAGE]

COST OF IMPROVEMENTS					
Description	Total Contract Amount	Paid to Date (Contractor to Developer)	Balance Owed	Retainage	CDD Eligible Items Amount
Pod A, Phase 1A General Mobilization, Grading, Sodding & Excavation*	\$4,572,618.88	\$3,829,037.25	\$318,133.05	\$425,448.58	\$1,925,576.37
Pod A, Phase 1A Wastewater Improvements	\$1,445,871.33	\$956,449.87	\$383,149.26	\$106,272.20	\$956,449.87
Pod A, Phase 1A Potable Water Improvements	\$603,797.00	\$543,262.27	\$172.26	\$60,362.47	\$543,262.27
Pod A, Phase 1A Reclaimed Water Improvements	\$264,829.13	\$226,324.40	\$13,357.57	\$25,147.16	\$226,324.40
Pod A, Phase 1A Drainage & Surface Water Management*	\$861,646.40	\$775,481.40	\$0.00	\$86,165.00	\$574,087.91
Pod A, Phase 1A PUBLIC Roadway Improvements	\$960,098.68	\$842,449.58	\$24,043.59	\$93,605.51	\$530,645.09
Cypress Parkway Clearing & Grading	\$99,797.69	\$25,709.40	\$71,231.69	\$2,856.60	\$25,709.40
Cypress Parkway Wastewater Improvements	\$84,440.90	\$75,947.04	\$55.30	\$8,438.56	\$75,947.04
Cypress Parkway Potable Water Improvements	\$128,757.00	\$115,814.90	\$73.78	\$12,868.32	\$115,814.90
Cypress Parkway Roadway Improvements	\$797,913.84	\$372,400.83	\$384,135.14	\$41,377.87	\$372,400.83
Cypress Parkway Drainage & Surface Water Management	\$62,360.86	\$0.00	\$56,124.78	\$6,236.08	\$0.00
Spine Road General Mobilization, Grading, Sodding & Excavation	\$504,636.64	\$422,635.18	\$35,042.00	\$46,959.46	\$422,635.18
Spine Road Potable Water Improvements	\$84,863.80	\$76,359.24	\$20.20	\$8,484.36	\$76,359.24
Spine Road Reclaimed Water Improvements	\$83,023.80	\$74,721.42	\$0.00	\$8,302.38	\$74,721.42
Spine Road Drainage & Surface Water Management	\$179,367.14	\$161,430.43	\$0.00	\$17,936.71	\$161,430.43
Spine Road Roadway Improvements	\$228,404.37	\$57,214.08	\$148,349.85	\$22,840.44	\$57,214.08
Spine Road Offsite Clearing & Grading	\$141,413.95	\$49,378.95	\$86,548.45	\$5,486.55	\$49,378.95
Spine Road Offsite Potable Water	\$218,068.80	\$195,445.02	\$907.67	\$21,176.11	\$195,445.02

Spine Road Offsite Reclaim Improvements	\$1,236,454.20	\$799,343.91	\$348,294.30	\$88,815.99	\$799,343.91
Spine Road Offsite Roadway Improvements	\$649,585.73	\$0.00	\$584,627.16	\$64,958.57	\$0.00
TOTALS:	\$13,207,950.14	\$9,599,405.17	\$2,454,266.05	\$1,153,738.92	\$7,182,746.31

*Only public improvements are CDD Eligible

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Atwell, LLC	Pod A, Phase 1A: Design Development, Preliminary Development Plan & Permitting, Construction Plans & Permitting (3 Phases), Plan Modifications 1, Model Home Plan Set and Permitting, Model Home Plan Set and Permitting Addition, SFWMD ERP Modification, Construction Bid Services, Final Plat Support Services, Final Plat Support Services Extension, Construction Phase Engineering Services, Construction Phase Services Extension, Construction Phase Services Addition, CO#5 Construction Phase Services, Construction Certifications (3 Phases), CLOMR-F and LOMR-F, FEMA Additional Services, FEMA Letter of Map Revisions (LOMR), Reimbursable Expenses	Billing Summary	\$436,697.59	\$222,179.04	\$214,518.55
Atwell, LLC	Spine Road: Design Development, Final Design, Plan Modification, Plan Modification Additional, Plan Modification 2, Earthwork Analysis, Construction Bid Services, Final Plat Support Services, Construction Phase Engineering Services, Construction Phase Services Extension, Construction Certifications, Meetings/Coordination, Dewatering Coordination, Reimbursable Expenses	Billing Summary	\$227,771.07	\$0.00	\$227,771.07
B.O.C.C Polk County	Fees & Permits	N1PH1A Permit	\$305.00	\$76.25	\$228.75
B.O.C.C Polk County	Fees & Permits - 75% Public Improvements	N1PH1A Plat	\$1,648.00	\$412.00	\$1,236.00
B.O.C.C. Osceola County	Fees & Permits	A Spine Rd Insp Fee	\$30,279.00	\$0.00	\$30,279.00

COST OF WORK PRODUCT

Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	169004	\$725.00	\$0.00	\$725.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	169534	\$1,595.00	\$0.00	\$1,595.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170006	\$3,872.50	\$0.00	\$3,872.50
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170007	\$3,400.00	\$0.00	\$3,400.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170499	\$9,985.00	\$0.00	\$9,985.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170952	\$7,597.50	\$0.00	\$7,597.50
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	167443	\$14,635.00	\$0.00	\$14,635.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	171923	\$2,275.00	\$0.00	\$2,275.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	167999	\$1,100.00	\$0.00	\$1,100.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	168587	\$5,040.00	\$0.00	\$5,040.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	166916	\$6,995.00	\$0.00	\$6,995.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	165922	\$13,045.00	\$0.00	\$13,045.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	166344	\$3,695.00	\$0.00	\$3,695.00
Bonnett Design Group ,LLC	Other Consultants	3237	\$8,125.00	\$1,625.00	\$6,500.00
Bonnett Design Group ,LLC	Other Consultants	3312	\$8,125.00	\$ 1,625.00	\$6,500.00
Bonnett Design Group ,LLC	Other Consultants	3476	\$7,625.00	\$ 1,525.00	\$6,100.00
Bonnett Design Group ,LLC	Other Consultants	3476	\$3,125.00	\$625.00	\$2,500.00
Bonnett Design Group ,LLC	Other Consultants	3536	\$4,125.00	\$825.00	\$3,300.00
Bonnett Design Group ,LLC	Other Consultants	3176	\$4,000.00	\$800.00	\$3,200.00
Bonnett Design Group ,LLC	Other Consultants	3110	\$6,375.00	\$ 1,275.00	\$5,100.00
Bonnett Design Group ,LLC	Other Consultants	3211	\$11,875.00	\$ 2,375.00	\$9,500.00
Geopoint Surveying, Inc.	Surveying	70365	\$500.00	\$200.00	\$300.00
Geopoint Surveying, Inc.	Surveying	71244	\$760.00	\$304.00	\$456.00
Geopoint Surveying, Inc.	Surveying	76473-27	\$3,575.00	\$ 1,430.00	\$2,145.00
Geopoint Surveying, Inc.	Surveying	76473-27	\$6,362.50	\$0.00	\$6,362.50
Geopoint Surveying, Inc.	Surveying	72861	\$250.00	\$100.00	\$150.00
Geopoint Surveying, Inc.	Surveying	72861	\$800.00	\$0.00	\$800.00
Geopoint Surveying, Inc.	Surveying	73987	\$1,200.00	\$480.00	\$720.00

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Geopoint Surveying, Inc.	Surveying	77052-28	\$5,337.50	\$0.00	\$5,337.50
Geopoint Surveying, Inc.	Surveying	69779	\$260.00	\$104.00	\$156.00
Geopoint Surveying, Inc.	Surveying	68094	\$3,050.00	\$1,220.00	\$1,830.00
Geopoint Surveying, Inc.	Surveying	68567	\$1,760.00	\$704.00	\$1,056.00
Geopoint Surveying, Inc.	Surveying	69456	\$500.00	\$200.00	\$300.00
Geopoint Surveying, Inc.	Surveying	69454	\$1,200.00	\$0.00	\$1,200.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4192	\$1,115.00	\$0.00	\$1,115.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4117	\$3,580.00	\$0.00	\$3,580.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4150	\$5,620.00	\$0.00	\$5,620.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4062	\$11,940.00	\$0.00	\$11,940.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4279	\$2,895.00	\$0.00	\$2,895.00
Polk County Clerk of Courts	Fees & Permits	NBHD 1 Ph1A Plat	\$120.00	\$30.00	\$90.00
RVI, Inc.	Engineering	0722015	\$490.00	\$0.00	\$490.00
RVI, Inc.	Engineering	1122031	\$95.00	\$0.00	\$95.00
RVI, Inc.	Engineering	0423052	\$255.00	\$0.00	\$255.00
RVI, Inc.	Other Consultants	0522112	\$285.00	\$0.00	\$285.00
RVI, Inc.	Other Consultants	0422337	\$2,375.00	\$0.00	\$2,375.00
RVI, Inc.	Other Consultants	0322232	\$3,550.00	\$0.00	\$3,550.00
RVI, Inc.	Other Consultants	0422015	\$435.00	\$0.00	\$435.00
South Florida Water Mgt District	Fees & Permits	CKREQ POD A ERP	\$2,100.00	\$0.00	\$2,100.00
State of Florida Department of Environmental Protection	Fees & Permits	POD A POT Permit	\$650.00	\$0.00	\$650.00
State of Florida Department of Environmental Protection	Fees & Permits	POD A DW 4.03.23	\$500.00	\$0.00	\$500.00

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Tohopekaliga Water Authority	Fees & Permits	TOHO CK REQ 110722	\$8,700.00	\$0.00	\$8,700.00
Universal Engineering Sciences, Inc.	Engineer - Soils/GeoTech/Mater	00670457	\$295.00	\$0.00	\$295.00
Water Science Associates, Inc.	Other Consultants	3622-02-01	\$2,000.00	\$0.00	\$2,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-04	\$4,000.00	\$0.00	\$4,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-05	\$1,000.00	\$0.00	\$1,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-06	\$500.00	\$0.00	\$500.00
Water Science Associates, Inc.	Other Consultants	3621-03-08	\$500.00	\$0.00	\$500.00
Water Science Associates, Inc.	Other Consultants	3622-02-03	\$2,500.00	\$0.00	\$2,500.00
Water Science Associates, Inc.	Other Consultants	3622-02-04	\$1,500.00	\$0.00	\$1,500.00
Water Science Associates, Inc.	Other Consultants	3622-02-05	\$500.00	\$0.00	\$500.00
		TOTALS:	\$907,090.66	\$238,114.29	\$668,976.37

TOTAL COST OF IMPROVEMENTS & WORK PRODUCT: \$7,851,722.68

EXHIBIT B LOCATION OF CYPRESS PARKWAY IMPROVEMENTS

■ = OFFSITE IMPROVEMENTS IDENTIFIED IN POD A, PHASE 1A CONTRACT; ■ = OFFSITE IMPROVEMENTS IDENTIFIED IN SPINE ROAD CONTRACT

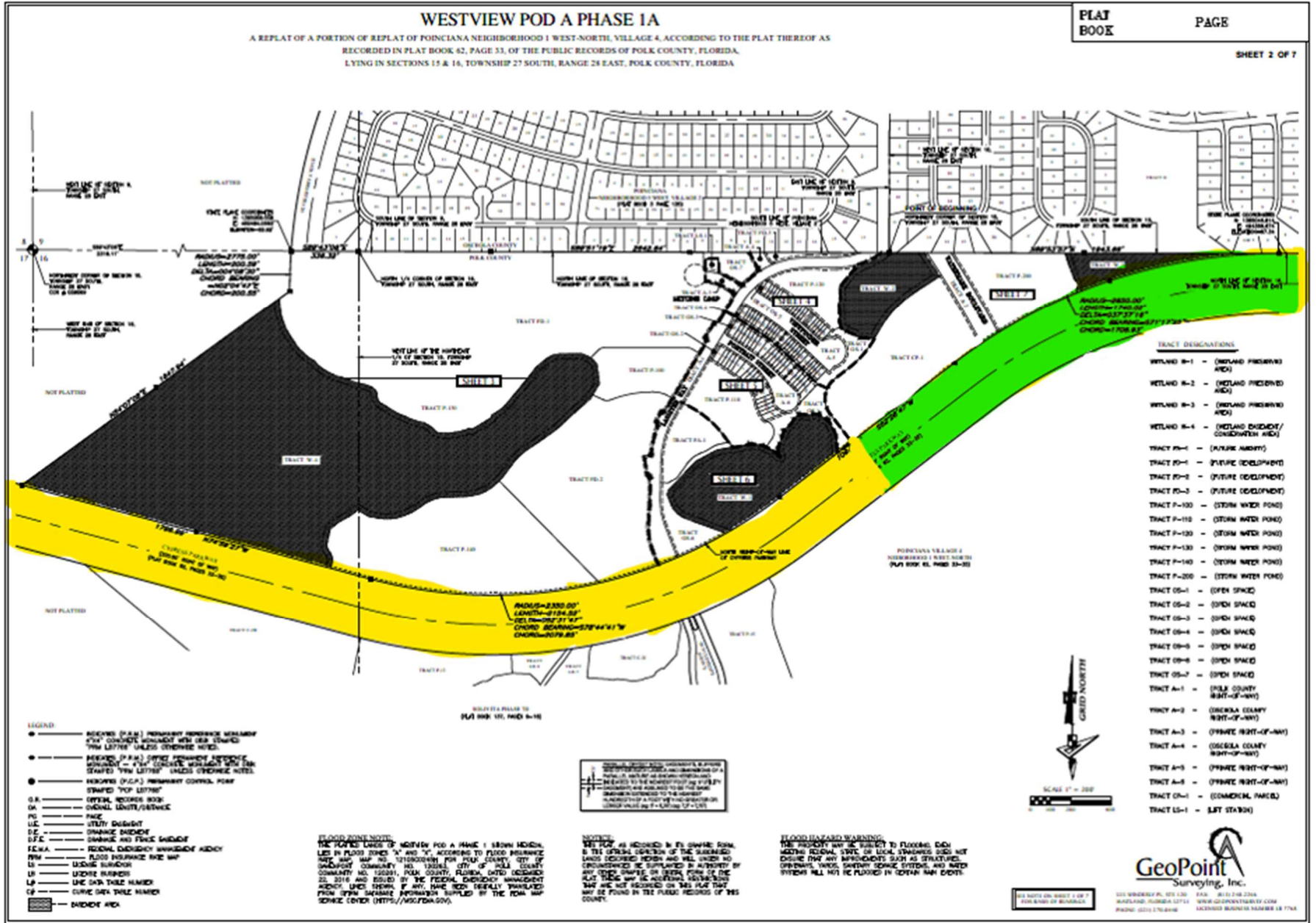


Exhibit B

Supplemental Payments for Acquired Improvements

COST OF IMPROVEMENTS					
Description	Total Contract Amount	Paid to Date (Contractor to Developer)	Balance Owed	Retainage	CDD Eligible Items Amount
Previously Acquired Pod A, Phase 1A, Cypress Parkway & Spine Road Improvements	\$13,207,950.14	\$9,599,405.17	\$2,454,266.05	\$1,153,738.92	\$7,182,746.31
Pod A, Phase 1A Pay Application #11		\$594,324.34	(\$528,288.30)	(\$66,036.04)	\$535,451.00
Spine Road Pay Application #11		\$783,270.81	(\$696,239.91)	(\$87,030.90)	\$584,876.76
		\$10,977,000.32	\$1,229,737.84	\$1,000,671.98	\$8,303,074.07

*Only public improvements are CDD Eligible

Exhibit C

Pay Applications, Proof of Payment and Summary of Payment

REQUEST FOR PAYMENT

To: LT WESTVIEW, LLC. c/o TAYLOR MORI
 LT Westview, LLC. c/o Taylor Morrison of
 2600 LAKE LUCIEN DR., STE. 350
 MAITLAND, FL 32779

Project: 2122-
 WESTVIEW POD A PH1A & PH2 MG

Period Ending Date: 5/31/2023

Invoice: 129067

Draw: 12 11

From: Jr. Davis Construction Co., Inc.
 210 Hangar Road
 Kissimmee, FL 34741

Engineer: Atwell Engineering

Invoice Date: 5/31/2023

Contract Date: 5/23/2022

Contract For: Sitework

Request for payment:

Original Contract Amount	\$8,166,024.44	
Approved Changes	\$1,716,107.27	
Revised contract amount		\$9,882,131.71
Contract completed to date		\$9,285,783.14
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less Retainage	\$928,578.44	
Total completed less retainage		\$8,357,204.70
Less previous requests	\$7,762,880.37	
Current request for payment		\$594,324.33
Current billing		\$660,360.38
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$66,036.05	
Current amount due		\$594,324.33
Remaining contract to bill	\$1,524,927.01	

ENGINEERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED

\$ 594,324.33

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By:

Date: 6/27/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	\$1,653,746.41	\$0.00
Total Approved this Month	\$62,360.86	\$0.00
TOTALS	\$1,716,107.27	\$0.00
NET CHANGES By Change Order	\$1,716,107.27	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

Contractor: Jr. Davis Construction Co., Inc.

State of: Florida

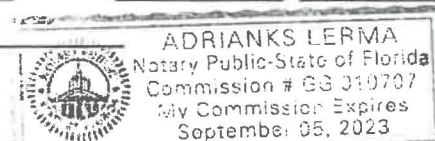
County of: Osceola

By:
 Digitally signed by
Kristy L Kelley
 Date: 2023.05.30
15:26:56 -04'00'

Subscribed and sworn to before me this 30th day of MAY, 2023

Notary Public: A.L.

My Commission expires: 9/18/23



N1 - Ph 1A & MG

Item ID	Description	Quantity	Unit	Unit Price	Contract Amount	Previously Completed		This Period		Stored Materials Amount	Complete to Date		%Comp
						Units	Amount	Units	Amount		Units	Amount	
6226	CO204: 8" Sch 40 PVC Irrigation Sleeve	200.00	LF	30.43	6,088.00	200.00	\$ 6,088.00		\$ -		200.00	6,088.00	100%
6228	CO204: 6" Sch 40 PVC Irrigation Sleeve	600.00	LF	28.47	17,082.00	600.00	\$ 17,082.00		\$ -		600.00	17,082.00	100%
6230	CO204: 4" Sch 40 PVC Irrigation Sleeve	1480.00	LF	20.66	30,576.80	1,480.00	\$ 30,576.80		\$ -		1,480.00	30,576.80	100%
6232	CO204: 2" Sch 40 PVC Irrigation Sleeve	320.00	LF	15.02	4,806.40	320.00	\$ 4,806.40		\$ -		320.00	4,806.40	100%
CO5	CO #205 - Liftstation Pump Upgrade				35,508.26		0.00		35,508.26	35,508.26		35,508.26	100%
6234	CO205: Lift Station Pump - Upgrade	1.00	.LS	35508.26	35,508.26	0.00	\$ -	1.00	\$ 35,508.26		1.00	\$ 35,508.26	100%
CO6	CO #206 - Cypress Pkwy RW Clearing				39,025.91		0.00		39,025.91			39,025.91	100%
6236	CO206: MG: Clear/Mulch Cypress Pkwy Right-of-Way	1.00	.LS	39025.91	39,025.91	1.00	\$ 39,025.91		\$ 0.00		1.00	\$ 39,025.91	100%
CO7	CO #207 - Add BFO Conduit Sleeves Lassiter Way				12,441.03		0.00		12,441.03			12,441.03	100%
6238	CO207: Survey	1.00	.LS	1,044.53	1,044.53	1.00	\$ 1,044.53		\$ -	0.00	1.00	\$ 1,044.53	100%
6240	CO207: 6" SCH 40 PVC Conduit-Buried FO Sleeves	200.00	LF	44.66	8,932.00	200.00	\$ 8,932.00		\$ -		200.00	8,932.00	100%
6242	CO207: Crushed concrete base restoration	30.00	SY	82.15	2,464.50	30.00	\$ 2,464.50		\$ -		30.00	2,464.50	100%
CO8	CO #208 - 1A Retaining Wall				2,417.24		0.00		2,417.24			2,417.24	100%
6244	CO208: construction Survey and As-Builts	1.00	LS	2,417.24	2,417.24		\$ -		\$ -	0.00	1.00	2,417.24	0%
6246	CO208: Furnish and Install Retaining Wall	235.00	SF	87.35	20,527.25		\$ -		\$ -		235.00	20,527.25	0%
6248	CO208: Backfill & Grade back of wall	1.00	LS	1,002.26	1,002.26		\$ -		\$ -		1.00	1,002.26	0%
CO9	CO #209 - CP Rev Storm				47,624.50		0.00		47,624.50			47,624.50	0%
6258	CO209: Survey	1.00	.LS	1,117.97	1,117.97		\$ -	1.00	\$ 1,117.97		1.00	1,117.97	100%
6260	CO209: STRM: DEWATERING	1.00	.LS	4,332.63	4,332.63		\$ -	1.00	\$ 4,332.63		1.00	4,332.63	100%
6262	CO209: DEMO RCP - 24" (0'-6" DEEP)	62.00	LF	33.50	2,077.00		\$ -	62.00	\$ 2,077.00		62.00	2,077.00	100%
6264	CO209: DEMO MANHOLE (0'-6" DEEP)	1.00	EA	1,315.00	1,315.00		\$ -	1.00	\$ 1,315.00		1.00	1,315.00	100%
6266	CO209: DEMO DITCH BOTTOM INLET (0'-6" DEEP)	1.00	EA	1,315.00	1,315.00		\$ -	1.00	\$ 1,315.00		1.00	1,315.00	100%
6268	CO209: STRM: PLUG STRUCTURE - 24"	1.00	EA	300.00	300.00		\$ -	1.00	\$ 300.00		1.00	300.00	100%
6270	CO209: STRM: CORE DRILL STRUCTURE - 24"	1.00	EA	500.00	500.00		\$ -	1.00	\$ 500.00		1.00	500.00	100%
6272	CO209: STRM: RCP PIPE - 24"	85.00	LF	89.50	8,457.50		\$ -	85.00	\$ 8,457.50		85.00	8,457.50	100%
6274	CO209: STRM: RCP PIPE - 30"	16.00	LF	128.75	2,060.00		\$ -	16.00	\$ 2,060.00		16.00	2,060.00	100%
6276	CO209: STRM: TYPE "D" INLET (0'-6" DEEP)	1.00	EA	8,983.53	8,983.53		\$ -	1.00	\$ 8,983.53		1.00	8,983.53	100%
6278	CO209: STRM: STORM JUNCTION BOX (0'-5" DEEP)	1.00	EA	5,188.97	5,188.97		\$ -	1.00	\$ 5,188.97		1.00	5,188.97	100%
6280	CO209: STRM: MITERED END SECTION - 30"	2.00	EA	4,658.60	9,317.20		\$ -	2.00	\$ 9,317.20		2.00	9,317.20	100%
6282	CO209: STRM: CONCRETE COLLAR - 30"	2.00	EA	1,330.85	2,661.70		\$ -	2.00	\$ 2,661.70		2.00	2,661.70	100%
CO10	CO #210 - Grout & Abandon Exist 30in Storm				14,736.36		0.00		14,736.36			14,736.36	100%
6284	CO210: Vac TV & Grout Existing 30" ADS Storm Xing	1.00	.LS	14,736.36	14,736.36		\$ -	1.00	\$ 14,736.36		1.00	14,736.36	100%

Grand Totals

9,862,131.71	7,710,544.38	754,610.38	-94,250.00	9,285,783.14	93.97%
		Ret	\$ 75,461.05	\$ (9,425.00)	
			\$ 679,149.33	\$ (84,825.00)	
		Total	\$ 594,324.33		

**CONDITIONAL
WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT**

The undersigned lienor, in consideration of the sum of \$594,324.33 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through May 31, 2023 to LT Westview, LLC. c/o Taylor Morrison of Florida, Inc. on the job of LT Westview, LLC. c/o Taylor Morrison of Florida, Inc. to the following described property:

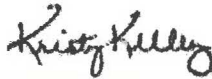
**WESTVIEW POD A PH1A & PH2 MG & SPINE RD
N1 - Ph 1A & MG
Osceola County, Florida**

This release is contingent upon receipt by the undersigned of the consideration specified above and upon full collection by the undersigned of any and all checks, drafts and instruments given in payment for labor, services or materials on the job.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified or any pending change orders

DATED on: May 30, 2023

JR DAVIS CONSTRUCTION COMPANY, INC.
210 HANGAR ROAD
KISSIMMEE, FL 34741



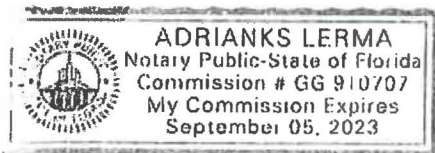
Digitally signed by Kristy L Kelley
Date: 2023.05.30 15:29:35 -04'00'

Kristy Kelley, Secretary

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 30th day of may 2023, by Kristy Kelley as Secretary of Jr. Davis Construction Company, Inc., on behalf of the corporation. Who is:

Personally known
 Produced Identification
Type of Identification Produced _____



NOTARY PUBLIC
My Commission Expires 9/5/23

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

REQUEST FOR PAYMENT

To: LT WESTVIEW, LLC. c/o TAYLOR MORI
 LT Westview, LLC. c/o Taylor Morrison of
 2600 LAKE LUCIEN DR., STE. 350
 MAITLAND, FL 32779

Project: 2122-
 WESTVIEW POD A SPINE RD

Period Ending Date: 5/31/2023

Invoice: 129066

Draw: 11

Invoice Date: 5/31/2023

Contract Date: 5/23/2022

From: Jr. Davis Construction Co., Inc.
 210 Hangar Road
 Kissimmee, FL 34741

Engineer: Atwell Engineering

Contract For: Sitework

Request for payment:

Original Contract Amount	\$3,215,562.52	
Approved Changes	\$110,255.91	
Revised contract amount		\$3,325,818.43
Contract completed to date		\$2,910,895.38
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less Retainage	\$291,089.61	
Total completed less retainage		\$2,619,805.77
Less previous requests	\$1,836,534.97	
Current request for payment		\$783,270.80
Current billing		\$870,300.90
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$87,030.10	
Current amount due		\$783,270.80
Remaining contract to bill	\$706,012.66	

ENGINEERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED

\$ 783,270.80

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By:  Date: 6/27/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.


CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	\$92,228.50	\$27,062.63
Total Approved this Month	\$45,090.04	\$0.00
TOTALS	\$137,318.54	\$27,062.63
NET CHANGES By Change Order	\$110,255.91	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

Contractor: Jr. Davis Construction Co., Inc.

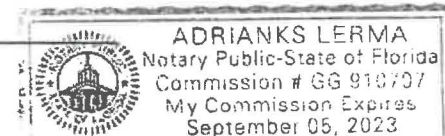
State of: Florida

County of: Osceola

By: 
 Digitally signed by Kristy L Kelley
 Date: 2023.05.30 15:25:49 -04'00'

Subscribed and sworn to before me this 30th day of MAY, 2023

Notary Public: A.L.
 My Commission expires: 9/5/23



021520 = \$15,202

N1 - Spine Road													
Item ID	Description	Quantity	Unit	Unit Price	Contract Amount	Previously Completed Units	Previously Completed Amount	This Period Units	This Period Amount	Stored Materials Amount	Complete to Date Units	Complete to Date Amount	%Comp
21520	General Conditions												
10	SR: Mobilization	1.00	LS	12,700.00	12,700.00				5,717.00			\$ 112,683.40	
20	SR: Roadway Layout & Asbuilts	1.00	LS	45,000.00	45,000.00	1.00	12,700.00		0.00		1.00	\$ 12,700.00	100%
30	SR: Geotechnical Testing	1.00	LS	10,800.00	10,800.00	0.90	40,500.00	0.05	2,250.00		0.95	\$ 42,750.00	95%
40	SR: Construction Entrance	2.00	EA	6,100.00	12,200.00	2.00	12,200.00		0.00		0.90	\$ 9,720.00	90%
50	SR: Silt Fence	2,060.00	LF	0.82	1,689.20	2,060.00	1,689.20		0.00		2.00	\$ 12,200.00	100%
60	SR: Double Row Silt Fence	240.00	LF	1.63	391.20	240.00	391.20		0.00		2,060.00	\$ 1,689.20	100%
70	SR: Inlet Protection	2.00	EA	300.00	600.00	0.00	0.00	2.00	600.00		2.00	\$ 391.20	100%
80	SR: SWPPP Setup	1.00	LS	650.00	650.00	1.00	650.00		0.00		1.00	\$ 650.00	100%
90	SR: Maintain BMP's (while onsite)	1.00	LS	8,870.00	8,870.00	0.80	7,096.00	0.10	887.00		0.90	\$ 7,983.00	90%
100	SR: MOT	1.00	LS	30,000.00	30,000.00	0.70	21,000.00	0.10	3,000.00		0.80	\$ 24,000.00	80%
21520	Grassing												
110	SR: Drill Seed (all other areas including Lots)	1,450.00	SY	0.24	348.00	0.00	0.00		0.00		0.00	\$ 35,403.44	
120	SR: Temp Sod All Roads 4' Behind BOC (Bahia)	2,750.00	SY	2.84	7,810.00	0.00	0.00		0.00		0.00	\$ -	0%
130	SR: Sod pond banks (Bahia)	12,466.00	SY	2.84	35,403.44	12,466.00	35,403.44		0.00		12,466.00	\$ 35,403.44	100%
21520	Clearing & Grading												
140	SR: Clearing/Disk Site (Burn onsite only)	7.00	AC	5,085.00	35,595.00	7.00	35,595.00		0.00			\$ 333,804.48	100%
150	SR: Excavate & Placement (onsite fill)	8,186.00	CY	3.10	25,376.60	8,186.00	25,376.60		0.00		7.00	\$ 35,595.00	100%
160	SR: Dewatering for Excavation	1.00	LS	56,750.00	56,750.00	1.00	56,750.00		0.00		8,186.00	\$ 25,376.60	100%
170	SR: Fine Grade ROW	4,200.00	SY	1.70	7,140.00	0.00	0.00	4,200.00	7,140.00		1.00	\$ 56,750.00	100%
180	SR: Fine Grade Swales	50.00	LF	26.50	1,325.00	0.00	0.00	50.00	1,325.00		4,200.00	\$ 7,140.00	100%
190	SR: Excavate & Stockpile Material	85,096.00	CY	2.39	203,379.44	85,096.00	203,379.44		0.00		50.00	\$ 1,325.00	100%
200	SR: Fine Grade Pond Slopes	12,466.00	SY	0.34	4,238.44	12,466.00	4,238.44		0.00		85,096.00	\$ 203,379.44	100%
320100	Onsite Water Main												
210	SR: WM: 8" Watermain - PVC	10.00	LF	89.88	899.80	5.00	449.90		0.00	0.00		\$ 88,329.69	100%
220	SR: WM: 12" Watermain - PVC	520.00	LF	78.30	40,716.00	260.00	20,358.00		0.00		5.00	\$ 899.80	100%
230	SR: WM: 8" Gate Valves w/Box	1.00	EA	2,575.00	2,575.00	0.37	952.75		0.00		260.00	\$ 40,716.00	100%
240	SR: WM: 12" Gate Valve w/Box	4.00	EA	4,269.00	17,076.00	1.33	7,600.00		0.00		0.37	\$ 2,567.75	100%
250	SR: WM: 12" Fittings	1.00	LS	16,100.00	16,100.00	0.55	8,855.00		0.00		1.33	\$ 17,076.00	100.00%
260	SR: WM: Fire Hydrant	1.00	EA	6,105.00	6,105.00	0.21	1,282.05		0.00		0.55	\$ 16,100.00	100%
270	SR: WM: Blow Off	2.00	EA	1,750.00	3,500.00	0.54	1,715.00		0.00		0.21	\$ 6,102.05	100%
280	SR: WM: Testing & Chlorinate	530.00	LF	2.60	1,378.00	530.00	1,378.00		0.00		0.54	\$ 3,490.00	100%
320160	Onsite Reclaim Water												
290	SR: RM: 8" Reclaim Main - PVC	100.00	LF	50.25	5,025.00	50.00	2,512.50		0.00	0.00	0.00	\$ 84,676.95	100%
300	SR: RM: 12" Reclaim Main - PVC	465.00	LF	78.30	36,409.50	232.50	18,204.75		0.00		50.60	\$ 5,025.00	100%
310	SR: RM: 8" Gate Valves w/Box	2.00	EA	2,477.00	4,954.00	2.00	4,954.00		0.00		2.00	\$ 36,409.50	100%
320	SR: RM: 12" Gate Valve w/Box	5.00	EA	4,269.00	21,345.00	0.62	11,868.00		0.00		2.00	\$ 4,954.00	100%
330	SR: RM: 12" Fittings	1.00	LS	11,985.00	11,985.00	0.57	6,831.45		0.00		0.62	\$ 21,345.00	100%
340	SR: RM: Pressure Testing	1.00	LS	1,450.00	1,450.00	1.00	1,450.00		0.00		0.57	\$ 11,986.45	100%
350	SR: RM: Blow Off	2.00	EA	1,754.00	3,508.00	1.50	2,631.00		0.00		1.00	\$ 1,450.00	100%
320140	Onsite Storm Drainage												
360	SR: STRM: 18" RCP	44.00	LF	69.72	3,067.68	22.00	1,533.84		0.00		22.00	\$ 3,067.68	100%
370	SR: STRM: 24" RCP	310.00	LF	85.34	26,455.40	155.00	13,227.70		0.00		155.00	\$ 26,455.40	100%
380	SR: STRM: 54" RCP	181.00	LF	298.54	53,873.74	90.50	26,836.87		0.00		90.50	\$ 53,873.74	100%
390	SR: STRM: 18" MES	1.00	EA	2,499.00	2,499.00	0.50	1,249.50		0.00		0.50	\$ 2,499.00	100%
400	SR: STRM: 24" MES	2.00	EA	2,850.00	5,700.00	1.00	2,850.00		0.00		0.50	\$ 1,249.50	100%
410	SR: STRM: 54" MES	1.00	EA	11,482.00	11,482.00	0.50	5,741.00		0.00		1.00	\$ 5,700.00	100%
420	SR: STRM: Curb Inlet - Type 2	2.00	EA	12,380.00	24,760.00	1.00	12,380.00		0.00		0.50	\$ 11,482.00	100%
430	SR: STRM: Curb Inlet - Type 3	2.00	EA	5,696.00	11,392.00	1.00	5,696.00		0.00		1.00	\$ 24,760.00	100%
440	SR: STRM: Type J Manhole	1.00	EA	9,475.00	9,475.00	0.50	4,737.50		0.00		1.00	\$ 11,392.00	100%
450	SR: STRM: Type P Manhole	1.00	EA	3,536.00	3,536.00	0.50	1,768.00		0.00		0.50	\$ 9,475.00	100%
460	SR: STRM: Dewatering	1.00	LS	17,859.00	17,859.00	1.00	17,859.00		0.00		0.50	\$ 3,536.00	100%
470	SR: STRM: Control Structure	1.00	EA	6,988.00	6,988.00	0.50	3,494.00		0.00		1.00	\$ 17,859.00	100%
480	SR: STRM: Clean Flush & TV	1.00	LS	4,465.00	4,465.00	1.00	4,465.00		0.00		0.50	\$ 6,988.00	100%
490	SR: STRM: Underdrains	635.00	LF	37.50	23,812.50	635.00	23,812.50		0.00		1.00	\$ 4,465.00	100%
500	SR: STRM: Clean Outs	10.00	EA	725.00	7,250.00	10.00	7,250.00		0.00		635.00	\$ 23,812.50	100%
320100	Concrete & Paving												
510	SR: 10' Stabilized Subgrade - LBR40 FBV 75psi	3,685.00	SY	5.65	20,820.25	3,685.00	20,820.25		0.00			\$ 217,848.44	
520	SR: 8" Limerock Base	3,050.00	SY	18.34	55,887.00	0.00	0.00	3,050.00	55,887.00		3,685.00	\$ 20,820.25	100%
530	SR: 2" SP 9.5 Asphalt (Single Lift) Watermark Blvd	3,050.00	SY	14.80	44,530.00	0.00	0.00	3,050.00	44,530.00		3,050.00	\$ 55,887.00	100%

\$154,277.24 - 2,770.06
= 151,506.56

N1 - Spine Road

Item ID	Description	Quantity	Unit	Unit Price	Contract Amount	Previously Completed		This Period		Stored Materials Amount	Complete to Date		%Comp
						Units	Amount	Units	Amount		Units	Amount	
540	SR: Striping & Signage	1.00	LS	15,500.00	15,500.00	0.00	0.00	1.00	15,500.00		1.00	15,500.00	100%
550	SR: Type A curb	565.00	LF	18.85	10,650.25	565.00	10,650.25		0.00		565.00	10,650.25	100%
560	SR: Type F Curb	1,205.00	LF	20.54	24,750.70	1,205.00	24,750.70		0.00		1,205.00	24,750.70	100%
570	SR: 5' x 4" Sidewalk (Common Areas Only)	345.00	LF	25.00	8,625.00	0.00	0.00	345.00	8,625.00		345.00	8,625.00	100%
580	SR: ADA Curb Ramp	2.00	EA	1,901.00	3,802.00	0.00	0.00		0.00		2.00	3,802.00	100%
590	SR: 10' x 4" Sidewalk (Common Areas Only)	596.00	LF	44.69	26,635.24	0.00	0.00	596.00	26,635.24		596.00	26,635.24	100%
500	SR: Traffic Separator	100.00	LF	73.50	7,350.00	100.00	7,350.00		0.00		100.00	7,350.00	100%
550150	Offsite Clearing & Grading				141,413.95	0.00	54,865.50		84,806.05			139,671.55	
610	SR: Clearing/Disk Site (onsite burning)	6.50	AC	4,245.00	27,592.50	6.50	27,592.50		0.00		6.50	27,592.50	100%
620	SR: Demolition (Include haul off of extal. debris)	1.00	LS	9,600.00	9,600.00	1.00	9,600.00		0.00		1.00	9,600.00	100%
630	SR: Fine Grade ROW	25,165.00	SY	0.53	13,337.45	0.00	0.00	25,165.00	13,337.45		25,165.00	13,337.45	100%
640	SR: Sod (Bahia)	25,165.00	SY	2.84	71,468.60	0.00	0.00	25,165.00	71,468.60		25,165.00	71,468.60	100%
650	SR: Silt Fence	4,300.00	LF	4.11	17,673.00	4,300.00	17,673.00		0.00		4,300.00	17,673.00	100%
660	SR: Seed & Mulch Disturbed Utility Area	7,260.00	SY	0.24	1,742.40	0.00	0.00		0.00		7,260.00	1,742.40	100%
550150	Offsite Water Main				125,840.30		95,198.13		0.00	0.00		0.00	0%
670	SR: WM: 12" Watermain - PVC	20.00	LF	113.45	2,269.00	10.00	1,134.50		0.00		10.00	2,269.00	100%
680	SR: WM: 12" Fittings	1.00	LS	6,265.00	6,265.00	0.57	3,671.05		0.00		0.57	6,265.00	100%
690	SR: WM: Testing & Chlorinate	330.00	LF	2.60	858.00	330.00	858.00		0.00		330.00	858.00	100%
700	SR: WM: Wet Tap <10"x10">	1.00	EA	16,454.00	16,454.00	0.44	7,239.76		0.00		0.44	16,514.76	100%
710	SR: WM: Temp Jumper	1.00	EA	2,230.00	2,230.00	0.46	1,025.80		0.00		0.46	2,225.80	100%
720	SR: WM: Directional Drill	290.00	LF	329.25	95,482.50	243.60	80,205.30		0.00		243.60	95,025.30	100%
730	SR: WM: 12" Watermain - DIP	20.00	LF	114.09	2,281.80	10.20	1,163.72		0.00		10.20	2,288.72	100%
550150	Offsite Reclaim Water				1,238,454.20		463,053.90		339,500.00	0.00		1,227,659.90	
740	SR: RM: 24" Reclaim Main - PVC	2,055.00	LF	359.89	739,573.95	1,050.00	377,884.50	255.00	81,771.95		1,305.00	739,573.95	100.00%
750	SR: RM: 24" Gate Valve w/Box	7.00	EA	21,161.00	148,127.00	1.40	29,625.40		0.00		1.40	139,430.60	84.13%
760	SR: RM: 24" Fittings	1.00	LS	72,800.00	72,800.00	0.49	35,672.00		0.05	3,640.00	0.54	72,800.00	100.00%
770	SR: RM: Pressure Testing	2,335.00	LF	2.95	6,888.25	0.00	0.00	2,335.00	6,888.25		2,335.00	6,888.25	100.00%
780	SR: RM: Tie into Existing	1.00	EA	12,895.00	12,895.00	0.00	0.00	1.00	12,895.00		1.00	12,895.00	100.00%
790	SR: RM: Temporary Jumper	1.00	EA	2,230.00	2,230.00	0.00	0.00		0.00		0.00	2,230.00	100.00%
800	SR: RM: Blow Off	1.00	EA	1,840.00	1,840.00	0.00	0.00	0.27	496.80		0.27	1,741.80	94.66%
810	SR: RM: Directional Drill 24" FPVC	280.00	LF	764.00	213,920.00	0.00	0.00	280.00	213,920.00		280.00	213,920.00	100.00%
820	SR: RM: Dewatering for Offsite Reuse	1.00	LS	24,840.00	24,840.00	0.80	19,872.00		0.20	4,968.00	1.00	24,840.00	100.00%
830	SR: RM: Air Release Valve	2.00	EA	6,670.00	13,340.00	0.00	0.00	0.37	4,920.00		0.37	13,340.00	100.00%
550150	Offsite Concrete & Paving				604,495.69		0.00		233,681.55			233,681.55	
840	SR: 12" Stabilized Subgrade - LBR40 FBV 75	6,011.00	SY	21.35	128,334.85	0.00	0.00	3,726.82	79,567.61		3,726.82	79,567.61	62%
850	SR: 4.5" Crushed Concrete Base	2,204.00	SY	26.55	58,516.20	0.00	0.00	1,102.00	29,258.10		1,102.00	29,258.10	50%
860	SR: 9" Crushed Concrete Base	3,807.00	SY	28.97	110,288.79	0.00	0.00	2,360.34	68,379.05		2,360.34	68,379.05	62%
870	SR: 1.25" SP 9.5 Asphalt (First Lift) CP	6,011.00	SY	10.60	63,716.60	0.00	0.00	3,726.82	39,504.29		3,726.82	39,504.29	62%
880	SR: 1.25" SP 9.5 Asphalt (2nd Lift & Overlay) CP	11,987.00	SY	9.75	116,873.25	0.00	0.00		0.00		0.00	0.00	0%
890	SR: Striping & Signage	1.00	LS	22,800.00	22,800.00	0.00	0.00		0.00		0.00	0.00	0%
900	SR: 5' x 4" Sidewalk	2,083.00	LF	25.00	52,075.00	0.00	0.00		0.00		0.00	0.00	0%
910	SR: ADA Ramp (Complete)	2.00	EA	1,800.00	3,600.00	0.00	0.00		0.00		0.00	0.00	0%
920	SR: Asphalt Milling (1.25)	5,978.00	SY	3.50	20,916.00	0.00	0.00		0.00		0.00	0.00	0%
930	SR: 5' Stabilized Shoulder	2,190.00	SY	12.50	27,375.00	0.00	0.00	1,357.80	16,972.50		1,357.80	16,972.50	62%
CO1	310100 Water				92,228.50		34,548.50		515.00			92,228.50	
6004	CO1: SR: WM: Add 10 Watermain - PVC	33.00	LF	113.00	3,729.00	33.00	3,729.00		0.00		33.00	3,729.00	100%
6006	CO1: SR: WM: Add 10 Fittings	1.00	LS	6,242.00	6,242.00	1.00	6,242.00		0.00		1.00	6,242.00	100%
6008	CO1: SR: WM: Deduct 14 Directional Drill	-290.00	LF	329.25	-95,482.50	-290.00	-95,482.50		0.00		-290.00	-95,482.50	100%
6010	CO1: SR: WM: Add Upsized 16 Directional Drill	290.00	LF	414.00	120,060.00	290.00	120,060.00		0.00		290.00	120,060.00	100%
6012	CO1: SR: RM: Deduct Directional Drill 24 FPVC	-280.00	LF	764.00	-213,920.00	0.00	0.00	-280.00	-213,920.00		-280.00	-213,920.00	100%
6014	CO1: SR: RM: Add Direct Drill 30 HDPE (Polandina)	280.00	LF	970.00	271,600.00	0.00	0.00	221.07	214,435.00		221.07	271,600.00	100%
CO2	Rev.12				-27,062.63		-37,665.44		-3,770.98	0.00		-38,044.42	
6046	CO2: SR: Roadway Layout & Asbuilts	1.00	LS	1,465.00	1,465.00	0.00	0.00		0.00		0.00	0.00	0%
6048	CO2: SR: Add Excavation & Placement (Onsite Fill)	4,092.00	CY	3.10	12,685.20	4,092.00	12,685.20		0.00		4,092.00	12,685.20	100%
6050	CO2: SR: Deduct Excavate & Stockpile Material	-4,092.00	CY	2.39	-9,779.88	-4,092.00	-9,779.88		0.00		-4,092.00	-9,779.88	100%
6052	CO2: SR: WM: Add 12" Watermain - PVC	10.00	LF	78.30	783.00	10.00	783.00		0.00		10.00	783.00	100%
6054	CO2: SR: WM: Deduct 12" Gate Valve w/Box	-1.00	EA	4,269.00	-4,269.00	-1.00	-4,269.00		0.00		-1.00	-4,269.00	100%
6056	CO2: SR: RM: Deduct 8" Reclaim Main - PVC	-100.00	LF	50.25	-5,025.00	-100.00	-5,025.00		0.00		-100.00	-5,025.00	100%
6058	CO2: SR: RM: Add 6" Reclaim Main - PVC	100.00	LF	33.08	3,308.00	100.00	3,308.00		0.00		100.00	3,308.00	100%
6060	CO2: SR: RM: Add 12" Reclaim Main - PVC	21.00	LF	78.30	1,644.30	21.00	1,644.30		0.00		21.00	1,644.30	100%

550150 = \$657,987.89

CO # Reclaim \$515.00

will reduce 310100 amount change order will not allow a negative amount

N1 - Spine Road

Item ID	Description	Quantity	Unit	Unit Price	Contract Amount	Previously Completed		This Period		Stored Materials Amount	Complete to Date		%Comp
						Units	Amount	Units	Amount		Units	Amount	
6062	CO2: SR: RM: Deduct 8" Gate Valves w/Box	-2.00	EA	2,477.00	-4,954.00	-2.00	-4,954.00		0.00		-2.00	\$ (4,954.00)	100%
6064	CO2: SR: RM: Add 6" Gate Valves w/Box	2.00	EA	1,954.00	3,908.00	0.78	1,524.12		0.00		0.78	\$ 3,916.12	100%
6066	CO2: SR: RM: Deduct Blow Off	-1.00	EA	1,754.00	-1,754.00	-1.00	-1,754.00		0.00		-1.00	\$ (1,754.00)	100%
6068	CO2: SR: RM: Add 1" Irrigation Service	1.00	EA	1,220.00	1,220.00	1.00	1,220.00		0.00		1.00	\$ 1,220.00	100%
6070	CO2: SR: STRM: Deduct 18" RCP	-44.00	LF	69.72	-3,067.68	-44.00	-3,067.68		0.00		-44.00	\$ (3,067.68)	100%
6072	CO2: SR: STRM: Add 24" RCP	50.00	LF	85.34	4,267.00	50.00	4,267.00		0.00		50.00	\$ 4,267.00	100%
6074	CO2: SR: STRM: Deduct 18" MES	-1.00	EA	2,499.00	-2,499.00	-1.00	-2,499.00		0.00		-1.00	\$ (2,499.00)	100%
6076	CO2: SR: STRM: Add 24" MES	1.00	EA	2,850.00	2,850.00	1.00	2,850.00		0.00		1.00	\$ 2,850.00	100%
6078	CO2: SR: STRM: Deduct Type P Manhole	-1.00	EA	3,536.00	-3,536.00	-1.00	-3,536.00		0.00		-1.00	\$ (3,536.00)	100%
6080	CO2: SR: STRM: Deduct Underdrains	-635.00	LF	37.50	-23,812.50	-635.00	-23,812.50		0.00		-635.00	\$ (23,812.50)	100%
6082	CO2: SR: STRM: Deduct Clean-Outs	-10.00	EA	725.00	-7,250.00	-10.00	-7,250.00		0.00		-10.00	\$ (7,250.00)	100%
6084	CO2: SR: Deduct 10" Stabilized Subgrade	-84.00	SY	5.65	-474.60	0.00	0.00	-84.00	-474.60		-84.00	\$ (474.60)	100%
6086	CO2: SR: Deduct 8" Limerock Base	-84.00	SY	19.34	-1,624.56	0.00	0.00	-84.00	-1,624.56		-84.00	\$ (1,624.56)	100%
6088	CO2: SR: Deduct 2" SP 9.5 Asphalt (Single Lift)	-84.00	SY	14.60	-1,226.40	0.00	0.00	-84.00	-1,226.40		-84.00	\$ (1,226.40)	100%
6090	CO2: SR: Add Type F Curb	27.00	LF	20.54	554.58	0.00	0.00	27.00	554.58		27.00	\$ 554.58	100%
6092	CO2: SR: Deduct 5' x 4" Sidewalk	-225.00	LF	25.00	-5,625.00	0.00	0.00		0.00		0.00	\$ -	0%
6094	CO2: SR: Add 10' x 4" Sidewalk (Common Areas Only)	339.00	LF	44.89	15,149.91	0.00	0.00		0.00		0.00	\$ -	0%
CO3	Spine Rd Irrigation & Electrical Sleeves				45,090.04		0.00		45,090.04	45,090.04	0.00	45,090.04	0%
6250	CO3: SR: Survey	1.00	LS	2,090.44	2,090.44	0.00	0.00	1.00	2,090.44		1.00	\$ 2,090.44	100%
6252	CO3: SR: 6" Sch 40 PVC Conduit Sleeve	700.00	LF	39.96	27,972.00	0.00	0.00	700.00	27,972.00		700.00	\$ 27,972.00	100%
6254	CO3: SR: 2" Sch 40 PVC Irrigation Sleeve	780.00	LF	15.26	11,902.80	0.00	0.00	780.00	11,902.80		780.00	\$ 11,902.80	100%
6256	CO3: SR: Stabilized Subgrade Restoration	240.00	SY	13.02	3,124.80	0.00	0.00	240.00	3,124.80		240.00	\$ 3,124.80	100%

Grand Totals

					3,325,818.43		1,364,204.42		870,300.90		0.00		2,910,895.38	87.52%
									\$ 87,030.10		\$ -			
									\$ 783,270.80		\$ -			
								Total	\$ 783,270.80					

**CONDITIONAL
WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT**

The undersigned lienor, in consideration of the sum of \$783,270.80 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through May 31, 2023 to LT Westview, LLC. c/o Taylor Morrison of Florida, Inc. on the job of LT Westview, LLC. c/o Taylor Morrison of Florida, Inc. to the following described property:

**WESTVIEW POD A PH1A & PH2 MG & SPINE RD
N1 - Spine Road
Osceola County, Florida**

This release is contingent upon receipt by the undersigned of the consideration specified above and upon full collection by the undersigned of any and all checks, drafts and instruments given in payment for labor, services or materials on the job.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified or any pending change orders

DATED on: May 30, 2023

JR DAVIS CONSTRUCTION COMPANY, INC.
210 HANGAR ROAD
KISSIMMEE, FL 34741



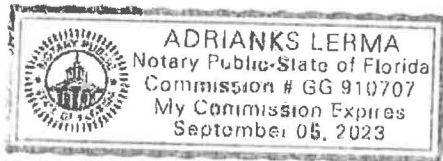
Digitally signed by Kristy L Kelley
Date: 2023.05.30 15:28:26 -04'00'

Kristy Kelley, Secretary

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 30th day of MAY 2023, by Kristy Kelley as Secretary of Jr. Davis Construction Company, Inc., on behalf of the corporation. Who is:

Personally known
 Produced Identification
Type of Identification Produced _____





NOTARY PUBLIC
My Commission Expires 9/5/23

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

Purchase Order: 1544

TaylorMorrison, 2600 Lake Lucien Drive
Maitland, FL 32751

Company: Taylor Morrison Orlando
Community: LT Westview JV
16970400

Vendor: Jr. Davis Construction Company, Inc.
[210 Hangar Road](#)
Kissimmee, FL 34741
(p) (407) 870-0066

PO Name: JR Davis AA1 Pod A Spine Rd
Ordered: 8/26/2022
Revised: 6/16/2023

Notes: JR Davis AA1 Pod A Spine Rd

Pod A - Neighborhood 1 - 0091000 Spine Road & Offsites - 0091040

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	021520 Grading - Grading ORL	0	\$500,266.32	\$500,266.32	\$466,689.32
	0.00	LS	- Grading ORL CO 2 Excavation Grading - JR Davis AA Pod A Spine Rd CO 2	2	\$4,370.32	\$4,370.32	\$2,905.32
	0.00	LS	310100 Roadways and Pavement - Roadways & Pavement ORL CO 2 Concrete and Paving - JR Davis AA Pod A Spine Rd CO 2	2	\$6,753.93	\$6,753.93	\$2,671.42
	0.00	LS	- Roadways & Pavement ORL	0	\$221,650.44	\$221,650.44	\$63,571.20
	0.00	LS	320100 Utility Water Dist. System - Utility Water Dist. System ORL	0	\$88,349.80	\$88,349.80	\$84,843.60
	0.00	LS	- Utility Water Dist. System ORL CO 2 Onsite Water - JR Davis AA Pod A Spine Rd CO 2	2	(\$3,486.00)	(\$3,486.00)	\$0.00
	0.00	LS	320140 Storm Drainage Utilities - Storm Drainage Utilities ORL CO 2 Onsite Storm - JR Davis AA Pod A Spine Rd CO 2	2	(\$33,048.18)	(\$33,048.18)	(\$33,048.18)
	0.00	LS	- Storm Drainage Utilities ORL	0	\$212,415.32	\$212,415.32	\$212,415.32
	0.00	LS	320150 Gray/Reclaimed Water System - Gray/Reclaimed Water System ORL	0	\$84,676.50	\$84,676.50	\$77,967.95
	0.00	LS	- Gray/Reclaimed Water System ORL CO 2 Onsite Reclaim - JR Davis AA Pod A Spine Rd CO 2	2	(\$1,652.70)	(\$1,652.70)	\$0.00
	0.00	LS	- Gray/Reclaimed Water System ORL CO 2A to bal CO 2 - JR Davis AA1 Pod A Spine Rd CO 2A	3	(\$10,080.30)	(\$10,080.30)	\$0.00
	0.00	LS	- Gray/Reclaimed Water System ORL CO 2A to bal CO 2 - JR Davis AA1 Pod A Spine Rd CO 2A	3	\$10,080.30	\$10,080.30	\$2,392.00
	0.00	LS	550150 Offsite Improvements - Offsite General ORL CO 3 Irrigation and Electrical Sleeves - JR Davis AA Pod A Spine Rd CO 3	4	\$45,090.04	\$45,090.04	\$0.00
	0.00	LS	- Offsite General ORL	0	\$2,108,204.14	\$2,108,204.14	\$1,068,473.03
	0.00	LS	- Offsite General ORL CO 1 Offsite Water Main - JR Davis AA Pod A Spine Rd CO 1	1	\$34,548.50	\$34,548.50	\$34,548.50
	0.00	LS	- Offsite General ORL CO 1 Offsite Reclaim Water - JR Davis AA Pod A Spine Rd CO 1	1	\$57,680.00	\$57,680.00	\$57,165.00
SubTotal:						\$3,325,818.43	\$2,040,594.48

33,577

158,079.24

1,039,731.11

515.00

Payment Information

Draw

Draw Amounts

Original Contract Sum: \$3,215,562.52
Net change by previous COs: \$65,165.87
Contract Sum Prior to this CO# 4: \$3,280,728.39
Adjustment by this CO# 4: \$45,090.04
New Contract Sum: \$3,325,818.43
Invoiced To Date: \$2,040,594.48

Signature _____ Date _____

Terms and Conditions

By this reference this purchase order becomes an addendum of the original contract. All terms and conditions of that contract apply to this PO. Please review carefully before signing

Accounts Payable Analyzer

Oper Unit: 016J | Company: (ALL) | Category: (ALL) | Suppliers: jr. davis | Invoice No: (ALL) | Unpaid/Open Only: X | Post Date From: 1/1/2023 >> Post Date To: 8/29/2023 | Include History: ✓ | Refreshed: Aug 29 2023 4:02AM

Total Records: 19
Unique Invoices: 4

Supplier Name	Supplier Code	Pay Fr Trans Type	Invoice No.	Pay Status	Invoice Dates		Invoice Amounts				Item Amounts			Item Payments
					Invoice Date	Posting Date	Invoice Amount	Current Balance	Inv Retention	Inv Retention Bal	Item No	Item Amount	Item Retention Balance	
Jr. Davis Construction Company,	16JrDavis	Inv	128999 Draw 10	Paid	4/30/2023	7/6/2023	\$458,062.14	\$0.00	\$50,895.80	\$25,447.89	0001	\$163,348.72	\$0.00	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0002	\$81,185.43	\$1,722.55	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0003	\$16,672.72	\$1,852.53	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14)
											0004	\$7,951.00	\$883.45	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14)
											0005	\$184,417.77	\$20,490.86	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14)
											0006	\$4,486.50	\$498.50	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14)
Jr. Davis Construction Company,	16JrDavis	Inv	129000 Draw 10	Paid	4/30/2023	7/6/2023	\$499,271.76	\$0.00	\$55,474.64	\$27,737.31	0001	\$7,722.00	\$0.00	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0002	\$57,214.08	\$0.00	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0003	\$2,480.94	\$0.00	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0004	\$12,152.70	\$0.00	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0005	\$417,300.21	\$27,470.44	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0006	\$2,401.83	\$266.87	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14)
Jr. Davis Construction Company,	16JrDavis	Inv	129066 Draw 11	Paid	5/31/2023	7/27/2023	\$783,270.81	\$0.00	\$87,030.09	\$43,515.04	0001	\$13,681.80	\$0.00	(bank 16970 chk# ET001069, \$3007445.08, 2023-07-31); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0002	\$136,355.90	\$0.00	(bank 16970 chk# ET001069, \$3007445.08, 2023-07-31); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0003	\$633,233.11	\$43,515.04	(bank 16970 chk# ET001069, \$3007445.08, 2023-07-31); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
Jr. Davis Construction Company,	16JrDavis	Inv	129067 Draw 11	Paid	5/31/2023	7/27/2023	\$594,324.33	\$0.00	\$66,036.05	\$33,018.02	0001	\$63,791.62	\$0.00	(bank 16970 chk# ET001069, \$3007445.08, 2023-07-31); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0002	\$21,639.23	\$0.00	(bank 16970 chk# ET001069, \$3007445.08, 2023-07-31); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0003	\$344,834.33	\$14,789.22	(bank 16970 chk# ET001069, \$3007445.08, 2023-07-31); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0004	\$164,059.15	\$18,228.80	(bank 16970 chk# ET001069, \$3007445.08, 2023-07-31)

N1 - Spine Road																
Item ID	Description	Quantity	Unit	UnitPrice	Contract Amount	Previously Completed		Complete to Date		%Comp	Previous Billing	Difference	Retainage	Paid to Date	% to CDD	Amount Paid By CDD
						Units	Amount	Units	Amount							
6054	CO2: SR: WM: Deduct 12" Gate Valve w/Box	-1.00	EA	4,269.00	-4,269.00	-1.00	-4,269.00	-1.00	\$ (4,269.00)	100%	\$ (4,269.00)	-	-	-	0%	-
320150	Irrigation (Gray/Reclaimed Water System)				-1,652.70										100%	-
6056	CO2: SR: RM: Deduct 8" Reclaim Main - PVC	-100.00	LF	50.25	-5,025.00	-100.00	-5,025.00	-100.00	\$ (5,025.00)	100%	\$ (5,025.00)	-	-	-	0%	-
6058	CO2: SR: RM: Add 6" Reclaim Main - PVC	100.00	LF	33.08	3,308.00	100.00	3,308.00	100.00	\$ 3,308.00	100%	\$ 3,308.00	-	-	-	95%	-
6060	CO2: SR: RM: Add 12" Reclaim Main - PVC	21.00	LF	78.30	1,644.30	21.00	1,644.30	21.00	\$ 1,644.30	100%	\$ 1,644.30	-	-	-	100%	-
6062	CO2: SR: RM: Deduct 8" Gate Valves w/Box	-2.00	EA	2,477.00	-4,954.00	-2.00	-4,954.00	-2.00	\$ (4,954.00)	100%	\$ (4,954.00)	-	-	-	0%	-
6064	CO2: SR: RM: Add 6" Gate Valves w/Box	2.00	EA	1,954.00	3,908.00	0.78	3,916.12	0.78	\$ 3,916.12	100%	\$ 3,916.12	-	-	-	100%	-
6066	CO2: SR: RM: Deduct Blow Off	-1.00	EA	1,754.00	-1,754.00	-1.00	-1,754.00	-1.00	\$ (1,754.00)	100%	\$ (1,754.00)	-	-	-	0%	-
6068	CO2: SR: RM: Add 1" Irrigation Service	1.00	EA	1,220.00	1,220.00	1.00	1,220.00	1.00	\$ 1,220.00	100%	\$ 1,220.00	-	-	-	0%	-
320140	Storm Drainage (Storm Drainage Utilities)				-33,048.18										0%	-
6070	CO2: SR: STRM: Deduct 18" RCP	-44.00	LF	69.72	-3,067.68	-44.00	-3,067.68	-44.00	\$ (3,067.68)	100%	\$ (3,067.68)	-	-	-	100%	-
6072	CO2: SR: STRM: Add 24" RCP	50.00	LF	85.34	4,267.00	50.00	4,267.00	50.00	\$ 4,267.00	100%	\$ 4,267.00	-	-	-	100%	-
6074	CO2: SR: STRM: Deduct 18" MES	-1.00	EA	2,499.00	-2,499.00	-1.00	-2,499.00	-1.00	\$ (2,499.00)	100%	\$ (2,499.00)	-	-	-	100%	-
6076	CO2: SR: STRM: Add 24" MES	1.00	EA	2,850.00	2,850.00	1.00	2,850.00	1.00	\$ 2,850.00	100%	\$ 2,850.00	-	-	-	100%	-
6078	CO2: SR: STRM: Deduct Type P Manhole	-1.00	EA	3,536.00	-3,536.00	-1.00	-3,536.00	-1.00	\$ (3,536.00)	100%	\$ (3,536.00)	-	-	-	100%	-
6080	CO2: SR: STRM: Deduct Underdrains	-635.00	LF	37.50	-23,812.50	-635.00	-23,812.50	-635.00	\$ (23,812.50)	100%	\$ (23,812.50)	-	-	-	100%	-
6082	CO2: SR: STRM: Deduct Clean Outs	-10.00	EA	725.00	-7,250.00	-10.00	-7,250.00	-10.00	\$ (7,250.00)	100%	\$ (7,250.00)	-	-	-	100%	-
310100	Roadways and Pavement				6,753.93											
6084	CO2: SR: Deduct 10" Stabilized Subgrade	-84.00	SY	5.65	-474.60	-84.00	-474.60	-84.00	\$ (474.60)	100%	\$ -	(474.60)	(47.46)	(427.14)	100%	(427.14)
6086	CO2: SR: Deduct 8" Limerock Base	-84.00	SY	19.34	-1,624.56	-84.00	-1,624.56	-84.00	\$ (1,624.56)	100%	\$ -	(1,624.56)	(162.46)	(1,462.10)	100%	(1,462.10)
6088	CO2: SR: Deduct 2" SP 9.5 Asphalt (Single Lift)	-84.00	SY	14.60	-1,226.40	-84.00	-1,226.40	-84.00	\$ (1,226.40)	100%	\$ -	(1,226.40)	(122.64)	(1,103.76)	100%	(1,103.76)
6090	CO2: SR: Add Type F Curb	27.00	LF	20.54	554.58	27.00	554.88	27.00	\$ 554.88	100%	-	554.88	55.49	499.39		
6092	CO2: SR: Deduct 5' x 4" Sidewalk	-225.00	LF	25.00	-5,625.00	0.00	0.00	0.00	\$ -	0%	\$ -	-	-	-	100%	-
6094	CO2: SR: Add 10' x 4" Sidewalk (Common Areas Only)	339.00	LF	44.69	15,149.91	0.00	0.00	0.00	\$ -	0%	\$ -	-	-	-	100%	-
550150	Spine Rd Irrigation & Electrical Sleeves				45,090.04		45,090.04		45,090.04							
6250		550	1.00	2090.44	2,090.44	1.00	\$ 2,090.44	1.00	\$ 2,090.44	100%	\$ -	2,090.44	209.04	1,881.40	100%	1,881.40
6252	CO3: SR: 6" Sch40 PVC Conduit Sleeve	700.00	LF	39.95	27,972.00	700.00	\$ 27,972.00	700.00	\$ 27,972.00	100%	\$ -	27,972.00	2,797.20	25,174.80	100%	25,174.80
6254	CO3: SR: 2" Sch40 PVC Irrigation Sleeve	780.00	LF	15.26	11,902.80	780.00	\$ 11,902.80	780.00	\$ 11,902.80	100%	\$ -	11,902.80	1,190.28	10,712.52	100%	10,712.52
6256	CO3: SR: Stabilized Subgrade Restoration	240.00	SY	13.02	3,124.80	240.00	\$ 3,124.80	240.00	\$ 3,124.80	100%	-	3,124.30	312.43	2,811.87		
Grand Totals					3,325,818.43		2,910,895.88		2,910,895.88	87.52%		870,300.90	87,030.09	783,270.81		584,876.76

SUPPLEMENTAL DISTRICT ENGINEER'S CERTIFICATE
[WESTVIEW SOUTH - POD A, PHASE 1A IMPROVEMENTS, CYPRESS PARKWAY
IMPROVEMENTS & WORK PRODUCT]

SEPT 1, 2023

Board of Supervisors
Westview South Community Development District

Re: Payments Made on Previously Acquired Improvements

Ladies and Gentlemen:

The undersigned, a representative of Atwell, LLC ("**District Engineer**"), as engineer for the Westview South Community Development District ("**District**"), hereby makes the following certifications in connection with the District's prior acquisition from the Developer of the "**Improvements,**" as further described in **Exhibit A** attached hereto. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have previously reviewed and inspected the Improvements identified in **Exhibit A** attached hereto. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans and other documents.
2. The Improvements are within the scope of the District's capital improvement program as set forth in the District's *Engineer's Report (Restated)*, dated May 31, 2023, as supplemented by the *First Supplemental Engineer's Report (2023 Projects)*, dated May 31, 2023 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. Atwell, LLC, has previously executed a *District Engineer's Certificate [Pod A, Phase 1A Improvements, Cypress Parkway Improvements & Work Product]* for the acquisition of the Improvements, which certified that:
 - a. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
 - b. The total costs associated with the Improvements were equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
 - c. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and

have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

4. As of the date of the acquisition of Improvements, certain amounts were still owed to the contractor (balances owed and retainage) and the Developer, LT Westview, LLC ("**Developer**"), agreed to timely make payment for all remaining amounts owed and to ensure that no liens were placed on the property

5. As of the date of this Supplemental Certificate, I understand that the Developer has further paid, or intends to further pay, to the contractor a portion the amounts owed, as identified in **Exhibit B** and evidence in **Exhibit C** attached hereto. All of the certifications made in that prior *District Engineer's Certificate [Pod A, Phase 1A Improvements, Cypress Parkway Improvements & Work Product]* referenced above continue to apply to the Improvements, such that the District's acquisition of the Improvements continues to be and is appropriate.

[CONTINUED ON FOLLOWING PAGE]

I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 15th day of SEPTEMBER, 2023.

ATWELL, LLC



LARRY T. RAY D.E.

Atwell, LLC

Florida Registration No. 32032

District Engineer


STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization, this 1 day of September, 2023, by Larry T. Ray, as Engineer of Atwell who appeared before me this day in person, and who is either personally known to me, or produced Florida Drivers License as identification.



(NOTARY SEAL)



NOTARY PUBLIC, STATE OF FLORIDA

Name: SARAH RAMLOCHAN

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

Exhibit A – Previously Acquired Improvements and Work Product

Exhibit B - Supplemental Payments for Acquired Improvements

Exhibit C – Pay Applications, Proof of Payment and Summary of Payment

Exhibit A

Previously Acquired Improvements and Work Product

EXHIBIT A

Description of Pod A, Phase 1A Improvements, Cypress Parkway Improvements & Work Product

Pod A, Phase 1A Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Tract LS-1 (Lift Station), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), and Tract A-4 (Osceola County Right-of-Way), each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Wetland W-1, Wetland W-2, and Wetland W-3 (Wetland Preserved Area), Wetland W-4 (Wetland Easement/Conservation Area), Tracts P-100, P-110, P-120, P-130, P-140, and P-200 (Storm Water Pond), all “Drainage Easement(s),” and all “Drainage and Fence Easement,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Future Development Drainage & Surface Water Management – Mass grading and pond excavation related to drainage and surface water management systems (i.e., public improvements only) located within Tracts FD-1, FD-2 and FD-3 (Future Development), as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Cypress Parkway Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Work Product—Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced Improvements.

[CONTINUED ON FOLLOWING PAGE]

COST OF IMPROVEMENTS					
Description	Total Contract Amount	Paid to Date (Contractor to Developer)	Balance Owed	Retainage	CDD Eligible Items Amount
Pod A, Phase 1A General Mobilization, Grading, Sodding & Excavation*	\$4,572,618.88	\$3,829,037.25	\$318,133.05	\$425,448.58	\$1,925,576.37
Pod A, Phase 1A Wastewater Improvements	\$1,445,871.33	\$956,449.87	\$383,149.26	\$106,272.20	\$956,449.87
Pod A, Phase 1A Potable Water Improvements	\$603,797.00	\$543,262.27	\$172.26	\$60,362.47	\$543,262.27
Pod A, Phase 1A Reclaimed Water Improvements	\$264,829.13	\$226,324.40	\$13,357.57	\$25,147.16	\$226,324.40
Pod A, Phase 1A Drainage & Surface Water Management*	\$861,646.40	\$775,481.40	\$0.00	\$86,165.00	\$574,087.91
Pod A, Phase 1A PUBLIC Roadway Improvements	\$960,098.68	\$842,449.58	\$24,043.59	\$93,605.51	\$530,645.09
Cypress Parkway Clearing & Grading	\$99,797.69	\$25,709.40	\$71,231.69	\$2,856.60	\$25,709.40
Cypress Parkway Wastewater Improvements	\$84,440.90	\$75,947.04	\$55.30	\$8,438.56	\$75,947.04
Cypress Parkway Potable Water Improvements	\$128,757.00	\$115,814.90	\$73.78	\$12,868.32	\$115,814.90
Cypress Parkway Roadway Improvements	\$797,913.84	\$372,400.83	\$384,135.14	\$41,377.87	\$372,400.83
Cypress Parkway Drainage & Surface Water Management	\$62,360.86	\$0.00	\$56,124.78	\$6,236.08	\$0.00
Spine Road General Mobilization, Grading, Sodding & Excavation	\$504,636.64	\$422,635.18	\$35,042.00	\$46,959.46	\$422,635.18
Spine Road Potable Water Improvements	\$84,863.80	\$76,359.24	\$20.20	\$8,484.36	\$76,359.24
Spine Road Reclaimed Water Improvements	\$83,023.80	\$74,721.42	\$0.00	\$8,302.38	\$74,721.42
Spine Road Drainage & Surface Water Management	\$179,367.14	\$161,430.43	\$0.00	\$17,936.71	\$161,430.43
Spine Road Roadway Improvements	\$228,404.37	\$57,214.08	\$148,349.85	\$22,840.44	\$57,214.08
Spine Road Offsite Clearing & Grading	\$141,413.95	\$49,378.95	\$86,548.45	\$5,486.55	\$49,378.95
Spine Road Offsite Potable Water	\$218,068.80	\$195,445.02	\$907.67	\$21,176.11	\$195,445.02

Spine Road Offsite Reclaim Improvements	\$1,236,454.20	\$799,343.91	\$348,294.30	\$88,815.99	\$799,343.91
Spine Road Offsite Roadway Improvements	\$649,585.73	\$0.00	\$584,627.16	\$64,958.57	\$0.00
TOTALS:	\$13,207,950.14	\$9,599,405.17	\$2,454,266.05	\$1,153,738.92	\$7,182,746.31

*Only public improvements are CDD Eligible

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Atwell, LLC	Pod A, Phase 1A: Design Development, Preliminary Development Plan & Permitting, Construction Plans & Permitting (3 Phases), Plan Modifications 1, Model Home Plan Set and Permitting, Model Home Plan Set and Permitting Addition, SFWMD ERP Modification, Construction Bid Services, Final Plat Support Services, Final Plat Support Services Extension, Construction Phase Engineering Services, Construction Phase Services Extension, Construction Phase Services Addition, CO#5 Construction Phase Services, Construction Certifications (3 Phases), CLOMR-F and LOMR-F, FEMA Additional Services, FEMA Letter of Map Revisions (LOMR), Reimbursable Expenses	Billing Summary	\$436,697.59	\$222,179.04	\$214,518.55
Atwell, LLC	Spine Road: Design Development, Final Design, Plan Modification, Plan Modification Additional, Plan Modification 2, Earthwork Analysis, Construction Bid Services, Final Plat Support Services, Construction Phase Engineering Services, Construction Phase Services Extension, Construction Certifications, Meetings/Coordination, Dewatering Coordination, Reimbursable Expenses	Billing Summary	\$227,771.07	\$0.00	\$227,771.07
B.O.C.C Polk County	Fees & Permits	N1PH1A Permit	\$305.00	\$76.25	\$228.75
B.O.C.C Polk County	Fees & Permits - 75% Public Improvements	N1PH1A Plat	\$1,648.00	\$412.00	\$1,236.00
B.O.C.C. Osceola County	Fees & Permits	A Spine Rd Insp Fee	\$30,279.00	\$0.00	\$30,279.00

COST OF WORK PRODUCT

Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	169004	\$725.00	\$0.00	\$725.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	169534	\$1,595.00	\$0.00	\$1,595.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170006	\$3,872.50	\$0.00	\$3,872.50
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170007	\$3,400.00	\$0.00	\$3,400.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170499	\$9,985.00	\$0.00	\$9,985.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170952	\$7,597.50	\$0.00	\$7,597.50
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	167443	\$14,635.00	\$0.00	\$14,635.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	171923	\$2,275.00	\$0.00	\$2,275.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	167999	\$1,100.00	\$0.00	\$1,100.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	168587	\$5,040.00	\$0.00	\$5,040.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	166916	\$6,995.00	\$0.00	\$6,995.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	165922	\$13,045.00	\$0.00	\$13,045.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	166344	\$3,695.00	\$0.00	\$3,695.00
Bonnett Design Group ,LLC	Other Consultants	3237	\$8,125.00	\$1,625.00	\$6,500.00
Bonnett Design Group ,LLC	Other Consultants	3312	\$8,125.00	\$ 1,625.00	\$6,500.00
Bonnett Design Group ,LLC	Other Consultants	3476	\$7,625.00	\$ 1,525.00	\$6,100.00
Bonnett Design Group ,LLC	Other Consultants	3476	\$3,125.00	\$625.00	\$2,500.00
Bonnett Design Group ,LLC	Other Consultants	3536	\$4,125.00	\$825.00	\$3,300.00
Bonnett Design Group ,LLC	Other Consultants	3176	\$4,000.00	\$800.00	\$3,200.00
Bonnett Design Group ,LLC	Other Consultants	3110	\$6,375.00	\$ 1,275.00	\$5,100.00
Bonnett Design Group ,LLC	Other Consultants	3211	\$11,875.00	\$ 2,375.00	\$9,500.00
Geopoint Surveying, Inc.	Surveying	70365	\$500.00	\$200.00	\$300.00
Geopoint Surveying, Inc.	Surveying	71244	\$760.00	\$304.00	\$456.00
Geopoint Surveying, Inc.	Surveying	76473-27	\$3,575.00	\$ 1,430.00	\$2,145.00
Geopoint Surveying, Inc.	Surveying	76473-27	\$6,362.50	\$0.00	\$6,362.50
Geopoint Surveying, Inc.	Surveying	72861	\$250.00	\$100.00	\$150.00
Geopoint Surveying, Inc.	Surveying	72861	\$800.00	\$0.00	\$800.00
Geopoint Surveying, Inc.	Surveying	73987	\$1,200.00	\$480.00	\$720.00

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Geopoint Surveying, Inc.	Surveying	77052-28	\$5,337.50	\$0.00	\$5,337.50
Geopoint Surveying, Inc.	Surveying	69779	\$260.00	\$104.00	\$156.00
Geopoint Surveying, Inc.	Surveying	68094	\$3,050.00	\$1,220.00	\$1,830.00
Geopoint Surveying, Inc.	Surveying	68567	\$1,760.00	\$704.00	\$1,056.00
Geopoint Surveying, Inc.	Surveying	69456	\$500.00	\$200.00	\$300.00
Geopoint Surveying, Inc.	Surveying	69454	\$1,200.00	\$0.00	\$1,200.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4192	\$1,115.00	\$0.00	\$1,115.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4117	\$3,580.00	\$0.00	\$3,580.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4150	\$5,620.00	\$0.00	\$5,620.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4062	\$11,940.00	\$0.00	\$11,940.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4279	\$2,895.00	\$0.00	\$2,895.00
Polk County Clerk of Courts	Fees & Permits	NBHD 1 Ph1A Plat	\$120.00	\$30.00	\$90.00
RVI, Inc.	Engineering	0722015	\$490.00	\$0.00	\$490.00
RVI, Inc.	Engineering	1122031	\$95.00	\$0.00	\$95.00
RVI, Inc.	Engineering	0423052	\$255.00	\$0.00	\$255.00
RVI, Inc.	Other Consultants	0522112	\$285.00	\$0.00	\$285.00
RVI, Inc.	Other Consultants	0422337	\$2,375.00	\$0.00	\$2,375.00
RVI, Inc.	Other Consultants	0322232	\$3,550.00	\$0.00	\$3,550.00
RVI, Inc.	Other Consultants	0422015	\$435.00	\$0.00	\$435.00
South Florida Water Mgt District	Fees & Permits	CKREQ POD A ERP	\$2,100.00	\$0.00	\$2,100.00
State of Florida Department of Environmental Protection	Fees & Permits	POD A POT Permit	\$650.00	\$0.00	\$650.00
State of Florida Department of Environmental Protection	Fees & Permits	POD A DW 4.03.23	\$500.00	\$0.00	\$500.00

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Tohopekaliga Water Authority	Fees & Permits	TOHO CK REQ 110722	\$8,700.00	\$0.00	\$8,700.00
Universal Engineering Sciences, Inc.	Engineer - Soils/GeoTech/Mater	00670457	\$295.00	\$0.00	\$295.00
Water Science Associates, Inc.	Other Consultants	3622-02-01	\$2,000.00	\$0.00	\$2,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-04	\$4,000.00	\$0.00	\$4,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-05	\$1,000.00	\$0.00	\$1,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-06	\$500.00	\$0.00	\$500.00
Water Science Associates, Inc.	Other Consultants	3621-03-08	\$500.00	\$0.00	\$500.00
Water Science Associates, Inc.	Other Consultants	3622-02-03	\$2,500.00	\$0.00	\$2,500.00
Water Science Associates, Inc.	Other Consultants	3622-02-04	\$1,500.00	\$0.00	\$1,500.00
Water Science Associates, Inc.	Other Consultants	3622-02-05	\$500.00	\$0.00	\$500.00
		TOTALS:	\$907,090.66	\$238,114.29	\$668,976.37

TOTAL COST OF IMPROVEMENTS & WORK PRODUCT: \$7,851,722.68

EXHIBIT B LOCATION OF CYPRESS PARKWAY IMPROVEMENTS

■ = OFFSITE IMPROVEMENTS IDENTIFIED IN POD A, PHASE 1A CONTRACT; ■ = OFFSITE IMPROVEMENTS IDENTIFIED IN SPINE ROAD CONTRACT

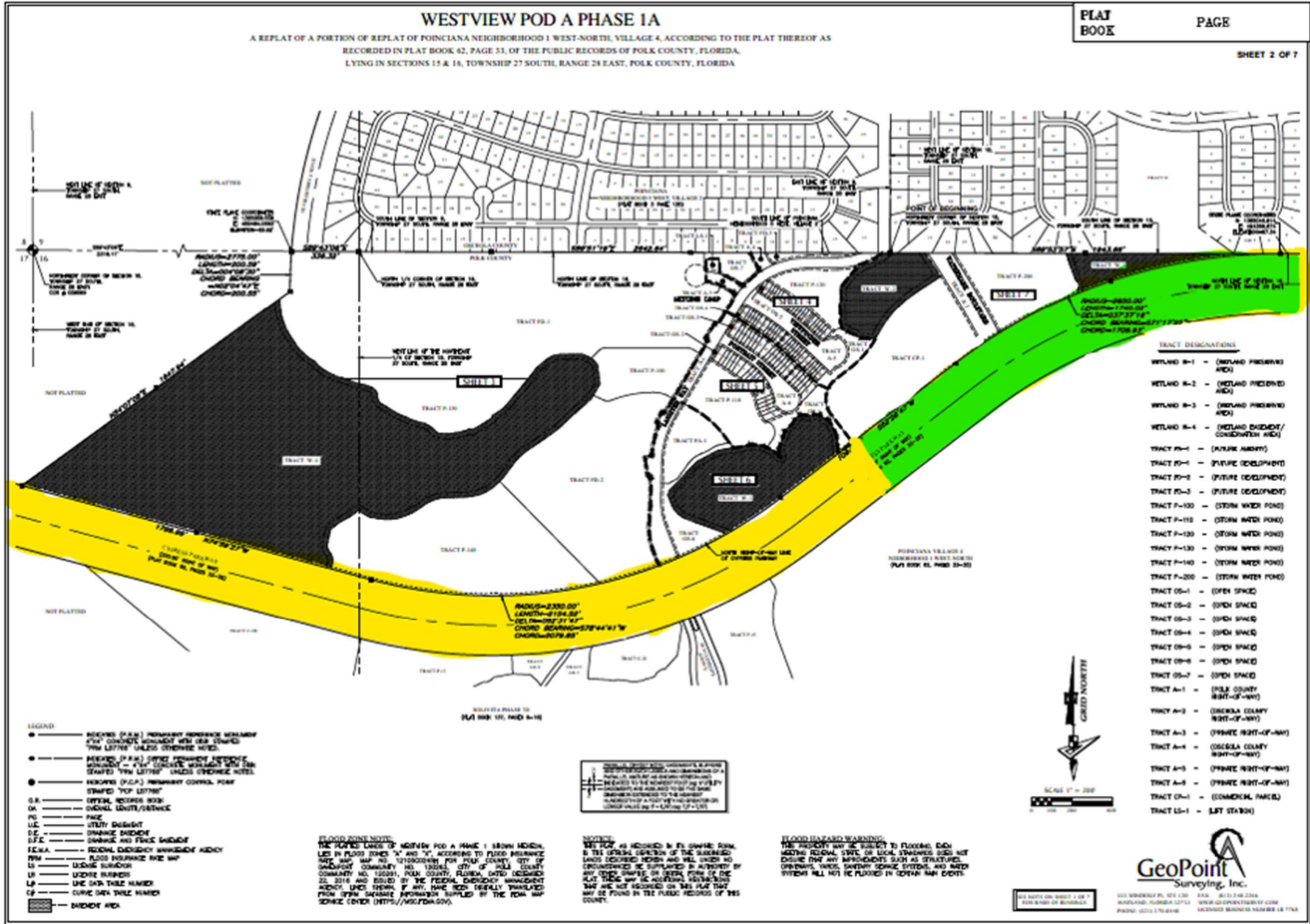


Exhibit B

Supplemental Payments for Acquired Improvements

COST OF IMPROVEMENTS					
Description	Total Contract Amount	Paid to Date (Contractor to Developer)	Balance Owed	Retainage	CDD Eligible Items Amount
Previously Acquired Pod A, Phase 1A, Cypress Parkway & Spine Road Improvements	\$13,207,950.14	\$9,599,405.17	\$2,454,266.05	\$1,153,738.92	\$7,182,746.31
Pod A, Phase 1A Pay Application #11		\$594,324.34	(\$528,288.30)	(\$66,036.04)	\$535,451.00
Spine Road Pay Application #11		\$783,270.81	(\$696,239.91)	(\$87,030.90)	\$584,876.76
		\$10,977,000.32	\$1,229,737.84	\$1,000,671.98	\$8,303,074.07

*Only public improvements are CDD Eligible

Exhibit C

Pay Applications, Proof of Payment and Summary of Payment

REQUEST FOR PAYMENT

To: LT WESTVIEW, LLC. c/o TAYLOR MORI
 LT Westview, LLC. c/o Taylor Morrison of
 2600 LAKE LUCIEN DR., STE. 350
 MAITLAND, FL 32779

Project: 2122-
 WESTVIEW POD A PH1A & PH2 MG

Period Ending Date: 5/31/2023

Invoice: 129067

Draw: 12 11

From: Jr. Davis Construction Co., Inc.
 210 Hangar Road
 Kissimmee, FL 34741

Engineer: Atwell Engineering

Invoice Date: 5/31/2023

Contract Date: 5/23/2022

Contract For: Sitework

Request for payment:

Original Contract Amount	\$8,166,024.44	
Approved Changes	\$1,716,107.27	
Revised contract amount		\$9,882,131.71
Contract completed to date		\$9,285,783.14
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less Retainage	\$928,578.44	
Total completed less retainage		\$8,357,204.70
Less previous requests	\$7,762,880.37	
Current request for payment		\$594,324.33
Current billing		\$660,360.38
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$66,036.05	
Current amount due		\$594,324.33
Remaining contract to bill	\$1,524,927.01	

ENGINEERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED

\$ 594,324.33

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By:

Date: 6/27/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	\$1,653,746.41	\$0.00
Total Approved this Month	\$62,360.86	\$0.00
TOTALS	\$1,716,107.27	\$0.00
NET CHANGES By Change Order	\$1,716,107.27	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

Contractor: Jr. Davis Construction Co., Inc.

State of: Florida

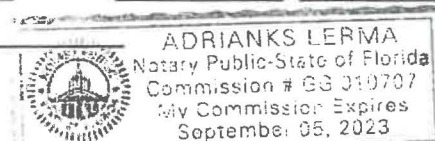
County of: Osceola

By:
 Digitally signed by
Kristy L Kelley
 Date: 2023.05.30
15:26:56 -04'00'

Subscribed and sworn to before me this 30th day of MAY, 2023

Notary Public: A.L.

My Commission expires: 9/18/23



N1 - Ph 1A & MG

Item ID	Description	Quantity	Unit	Unit Price	Contract Amount	Previously Completed		This Period		Stored Materials Amount	Complete to Date		%Comp
						Units	Amount	Units	Amount		Units	Amount	
6226	CO204: 8" Sch 40 PVC Irrigation Sleeve	200.00	LF	30.43	6,088.00	200.00	\$ 6,088.00		\$ -		200.00	6,088.00	100%
6228	CO204: 6" Sch 40 PVC Irrigation Sleeve	600.00	LF	28.47	17,082.00	600.00	\$ 17,082.00		\$ -		600.00	17,082.00	100%
6230	CO204: 4" Sch 40 PVC Irrigation Sleeve	1480.00	LF	20.66	30,576.80	1,480.00	\$ 30,576.80		\$ -		1,480.00	30,576.80	100%
6232	CO204: 2" Sch 40 PVC Irrigation Sleeve	320.00	LF	15.02	4,806.40	320.00	\$ 4,806.40		\$ -		320.00	4,806.40	100%
CO5	CO #205 - Liftstation Pump Upgrade				35,508.26		0.00		35,508.26	35,508.26		35,508.26	100%
6234	CO205: Lift Station Pump - Upgrade	1.00	LS	35508.26	35,508.26	0.00	\$ -	1.00	\$ 35,508.26		1.00	\$ 35,508.26	100%
CO6	CO #206 - Cypress Pkwy RW Clearing				39,025.91		0.00		39,025.91			39,025.91	100%
6236	CO206: MG: Clear/Mulch Cypress Pkwy Right-of-Way	1.00	LS	39025.91	39,025.91	1.00	\$ 39,025.91		\$ 0.00		1.00	\$ 39,025.91	100%
CO7	CO #207 - Add BFO Conduit Sleeves Lassiter Way				12,441.03		0.00		12,441.03			12,441.03	100%
6238	CO207: Survey	1.00	LS	1,044.53	1,044.53	1.00	\$ 1,044.53		\$ -	0.00	1.00	\$ 1,044.53	100%
6240	CO207: 6" SCH 40 PVC Conduit-Buried FO Sleeves	200.00	LF	44.66	8,932.00	200.00	\$ 8,932.00		\$ -		200.00	8,932.00	100%
6242	CO207: Crushed concrete base restoration	30.00	SY	82.15	2,464.50	30.00	\$ 2,464.50		\$ -		30.00	2,464.50	100%
CO8	CO #208 - 1A Retaining Wall				2,417.24		0.00		2,417.24			2,417.24	100%
6244	CO208: construction Survey and As-Builts	1.00	LS	2,417.24	2,417.24		\$ -		\$ -	0.00	1.00	2,417.24	100%
6246	CO208: Furnish and Install Retaining Wall	235.00	SF	87.35	20,527.25		\$ -		\$ -		235.00	20,527.25	100%
6248	CO208: Backfill & Grade back of wall	1.00	LS	1,002.26	1,002.26		\$ -		\$ -		1.00	1,002.26	100%
CO9	CO #209 - CP Rev Storm				47,624.50		0.00		47,624.50			47,624.50	100%
6258	CO209: Survey	1.00	LS	1,117.97	1,117.97		\$ -	1.00	\$ 1,117.97		1.00	1,117.97	100%
6260	CO209: STRM: DEWATERING	1.00	LS	4,332.63	4,332.63		\$ -	1.00	\$ 4,332.63		1.00	4,332.63	100%
6262	CO209: DEMO RCP - 24" (0'-6" DEEP)	62.00	LF	33.50	2,077.00		\$ -	62.00	\$ 2,077.00		62.00	2,077.00	100%
6264	CO209: DEMO MANHOLE (0'-6" DEEP)	1.00	EA	1,315.00	1,315.00		\$ -	1.00	\$ 1,315.00		1.00	1,315.00	100%
6266	CO209: DEMO DITCH BOTTOM INLET (0'-6" DEEP)	1.00	EA	1,315.00	1,315.00		\$ -	1.00	\$ 1,315.00		1.00	1,315.00	100%
6268	CO209: STRM: PLUG STRUCTURE - 24"	1.00	EA	300.00	300.00		\$ -	1.00	\$ 300.00		1.00	300.00	100%
6270	CO209: STRM: CORE DRILL STRUCTURE - 24"	1.00	EA	500.00	500.00		\$ -	1.00	\$ 500.00		1.00	500.00	100%
6272	CO209: STRM: RCP PIPE - 24"	85.00	LF	89.50	8,457.50		\$ -	85.00	\$ 8,457.50		85.00	8,457.50	100%
6274	CO209: STRM: RCP PIPE - 30"	16.00	LF	128.75	2,060.00		\$ -	16.00	\$ 2,060.00		16.00	2,060.00	100%
6276	CO209: STRM: TYPE "D" INLET (0'-6" DEEP)	1.00	EA	8,983.53	8,983.53		\$ -	1.00	\$ 8,983.53		1.00	8,983.53	100%
6278	CO209: STRM: STORM JUNCTION BOX (0'-5" DEEP)	1.00	EA	5,188.97	5,188.97		\$ -	1.00	\$ 5,188.97		1.00	5,188.97	100%
6280	CO209: STRM: MITERED END SECTION - 30"	2.00	EA	4,658.60	9,317.20		\$ -	2.00	\$ 9,317.20		2.00	9,317.20	100%
6282	CO209: STRM: CONCRETE COLLAR - 30"	2.00	EA	1,330.85	2,661.70		\$ -	2.00	\$ 2,661.70		2.00	2,661.70	100%
CO10	CO #210 - Grout & Abandon Exist 30in Storm				14,736.36		0.00		14,736.36			14,736.36	100%
6284	CO210: Vac TV & Grout Existing 30" ADS Storm Xing	1.00	LS	14,736.36	14,736.36		\$ -	1.00	\$ 14,736.36		1.00	14,736.36	100%

Grand Totals

9,862,131.71	7,710,544.38		754,610.38	-94,250.00	9,285,783.14	93.97%
		Ret	\$ 75,461.05	\$ (9,425.00)		
			\$ 679,149.33	\$ (84,825.00)		
		Total	\$ 594,324.33			

**CONDITIONAL
WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT**

The undersigned lienor, in consideration of the sum of \$594,324.33 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through May 31, 2023 to LT Westview, LLC. c/o Taylor Morrison of Florida, Inc. on the job of LT Westview, LLC. c/o Taylor Morrison of Florida, Inc. to the following described property:

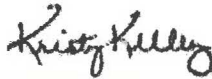
**WESTVIEW POD A PH1A & PH2 MG & SPINE RD
N1 - Ph 1A & MG
Osceola County, Florida**

This release is contingent upon receipt by the undersigned of the consideration specified above and upon full collection by the undersigned of any and all checks, drafts and instruments given in payment for labor, services or materials on the job.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified or any pending change orders

DATED on: May 30, 2023

JR DAVIS CONSTRUCTION COMPANY, INC.
210 HANGAR ROAD
KISSIMMEE, FL 34741



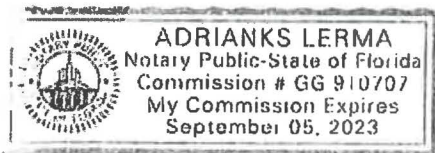
Digitally signed by Kristy L Kelley
Date: 2023.05.30 15:29:35 -04'00'

Kristy Kelley, Secretary

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 30th day of may 2023, by Kristy Kelley as Secretary of Jr. Davis Construction Company, Inc., on behalf of the corporation. Who is:

Personally known
 Produced Identification
Type of Identification Produced _____



NOTARY PUBLIC
My Commission Expires 9/5/23

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

REQUEST FOR PAYMENT

To: LT WESTVIEW, LLC. c/o TAYLOR MORI
 LT Westview, LLC. c/o Taylor Morrison of
 2600 LAKE LUCIEN DR., STE. 350
 MAITLAND, FL 32779

Project: 2122-
 WESTVIEW POD A SPINE RD

Period Ending Date: 5/31/2023

Invoice: 129066

Draw: 11

Invoice Date: 5/31/2023

Contract Date: 5/23/2022

From: Jr. Davis Construction Co., Inc.
 210 Hangar Road
 Kissimmee, FL 34741

Engineer: Atwell Engineering

Contract For: Sitework

Request for payment:

Original Contract Amount	\$3,215,562.52	
Approved Changes	\$110,255.91	
Revised contract amount		\$3,325,818.43
Contract completed to date		\$2,910,895.38
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less Retainage	\$291,089.61	
Total completed less retainage		\$2,619,805.77
Less previous requests	\$1,836,534.97	
Current request for payment		\$783,270.80
Current billing		\$870,300.90
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	\$87,030.10	
Current amount due		\$783,270.80
Remaining contract to bill	\$706,012.66	

ENGINEERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED

\$ 783,270.80

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By:  Date: 6/27/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.


CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	\$92,228.50	\$27,062.63
Total Approved this Month	\$45,090.04	\$0.00
TOTALS	\$137,318.54	\$27,062.63
NET CHANGES By Change Order	\$110,255.91	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

Contractor: Jr. Davis Construction Co., Inc.

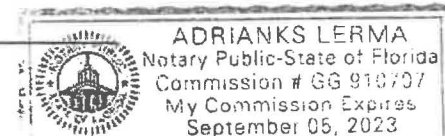
State of: Florida

County of: Osceola

By: 
 Digitally signed by Kristy L Kelley
 Date: 2023.05.30 15:25:49 -04'00'

Subscribed and sworn to before me this 30th day of MAY, 2023

Notary Public: A.L.
 My Commission expires: 9/5/23



021520 = \$15,202

N1 - Spine Road												
Item ID	Description	Quantity	Unit	Unit Price	Contract Amount	Previously Completed	This Period	Stored Materials	Complete to Date	%Comp		
						Units	Amount	Amount	Units	Amount		
21520	General Conditions											
10	SR: Mobilization	1.00	LS	12,700.00	12,700.00							
20	SR: Roadway Layout & Asbuilts	1.00	LS	45,000.00	45,000.00	1.00	12,700.00					
30	SR: Geotechnical Testing	1.00	LS	10,800.00	10,800.00	0.90	40,500.00		0.05	2,250.00		
40	SR: Construction Entrance	2.00	EA	6,100.00	12,200.00	2.00	12,200.00					
50	SR: Silt Fence	2,060.00	LF	0.82	1,689.20	2,060.00	1,689.20					
60	SR: Double Row Silt Fence	240.00	LF	1.63	391.20	240.00	391.20					
70	SR: Inlet Protection	2.00	EA	300.00	600.00	0.00	0.00		2.00	600.00		
80	SR: SWPPP Setup	1.00	LS	650.00	650.00	1.00	650.00					
90	SR: Maintain BMP's (while onsite)	1.00	LS	8,870.00	8,870.00	0.80	7,096.00		0.10	887.00		
100	SR: MOT	1.00	LS	30,000.00	30,000.00	0.70	21,000.00		0.10	3,000.00		
21520	Grassing											
110	SR: Drill Seed (all other areas including Lots)	1,450.00	SY	0.24	348.00	0.00	0.00					
120	SR: Temp Sod All Roads 4' Behind BOC (Bahia)	2,750.00	SY	2.84	7,810.00	0.00	0.00					
130	SR: Sod pond banks (Bahia)	12,466.00	SY	2.84	35,403.44	12,466.00	35,403.44					
21520	Clearing & Grading											
140	SR: Clearing/Disk Site (Burn onsite only)	7.00	AC	5,085.00	35,595.00	7.00	35,595.00					
150	SR: Excavate & Placement (onsite fill)	8,186.00	CY	3.10	25,376.60	8,186.00	25,376.60					
160	SR: Dewatering for Excavation	1.00	LS	56,750.00	56,750.00	1.00	56,750.00					
170	SR: Fine Grade ROW	4,200.00	SY	1.70	7,140.00	0.00	0.00		4,200.00	7,140.00		
180	SR: Fine Grade Swales	50.00	LF	26.50	1,325.00	0.00	0.00		50.00	1,325.00		
190	SR: Excavate & Stockpile Material	85,096.00	CY	2.39	203,379.44	85,096.00	203,379.44					
200	SR: Fine Grade Pond Slopes	12,466.00	SY	0.34	4,238.44	12,466.00	4,238.44					
320100	Onsite Water Main											
210	SR: WM: 8" Watermain - PVC	10.00	LF	89.88	899.80	5.00	449.90					
220	SR: WM: 12" Watermain - PVC	520.00	LF	78.30	40,716.00	260.00	20,358.00					
230	SR: WM: 8" Gate Valves w/Box	1.00	EA	2,575.00	2,575.00	0.37	952.75					
240	SR: WM: 12" Gate Valve w/Box	4.00	EA	4,269.00	17,076.00	1.33	7,600.00					
250	SR: WM: 12" Fittings	1.00	LS	16,100.00	16,100.00	0.55	8,855.00					
260	SR: WM: Fire Hydrant	1.00	EA	6,105.00	6,105.00	0.21	1,282.05					
270	SR: WM: Blow Off	2.00	EA	1,750.00	3,500.00	0.54	1,715.00					
280	SR: WM: Testing & Chlorinate	530.00	LF	2.60	1,378.00	530.00	1,378.00					
320160	Onsite Reclaim Water											
290	SR: RM: 8" Reclaim Main - PVC	100.00	LF	50.25	5,025.00	50.00	2,512.50					
300	SR: RM: 12" Reclaim Main - PVC	465.00	LF	78.30	36,409.50	232.50	18,204.75					
310	SR: RM: 8" Gate Valves w/Box	2.00	EA	2,477.00	4,954.00	2.00	4,954.00					
320	SR: RM: 12" Gate Valve w/Box	5.00	EA	4,269.00	21,345.00	0.62	11,868.00					
330	SR: RM: 12" Fittings	1.00	LS	11,985.00	11,985.00	0.57	6,831.45					
340	SR: RM: Pressure Testing	1.00	LS	1,450.00	1,450.00	1.00	1,450.00					
350	SR: RM: Blow Off	2.00	EA	1,754.00	3,508.00	1.50	2,631.00					
320140	Onsite Storm Drainage											
360	SR: STRM: 18" RCP	44.00	LF	69.72	3,067.68	22.00	1,533.84					
370	SR: STRM: 24" RCP	310.00	LF	85.34	26,455.40	155.00	13,227.70					
380	SR: STRM: 54" RCP	181.00	LF	298.54	53,673.74	90.50	26,836.87					
390	SR: STRM: 18" MES	1.00	EA	2,499.00	2,499.00	0.50	1,249.50					
400	SR: STRM: 24" MES	2.00	EA	2,850.00	5,700.00	1.00	2,850.00					
410	SR: STRM: 54" MES	1.00	EA	11,482.00	11,482.00	0.50	5,741.00					
420	SR: STRM: Curb Inlet - Type 2	2.00	EA	12,380.00	24,760.00	1.00	12,380.00					
430	SR: STRM: Curb Inlet - Type 3	2.00	EA	5,696.00	11,392.00	1.00	5,696.00					
440	SR: STRM: Type J Manhole	1.00	EA	9,475.00	9,475.00	0.50	4,737.50					
450	SR: STRM: Type P Manhole	1.00	EA	3,536.00	3,536.00	0.50	1,768.00					
460	SR: STRM: Dewatering	1.00	LS	17,859.00	17,859.00	1.00	17,859.00					
470	SR: STRM: Control Structure	1.00	EA	6,988.00	6,988.00	0.50	3,494.00					
480	SR: STRM: Clean Flush & TV	1.00	LS	4,465.00	4,465.00	1.00	4,465.00					
490	SR: STRM: Underdrains	635.00	LF	37.50	23,812.50	635.00	23,812.50					
500	SR: STRM: Clean Outs	10.00	EA	725.00	7,250.00	10.00	7,250.00					
320100	Concrete & Paving											
510	SR: 10' Stabilized Subgrade - LBR40 FBV 75psi	3,685.00	SY	5.65	20,820.25	3,685.00	20,820.25					
520	SR: 8" Limerock Base	3,050.00	SY	18.34	55,887.00	0.00	0.00		3,050.00	55,887.00		
530	SR: 2" SP 9.5 Asphalt (Single Lift) Watermark Blvd	3,050.00	SY	14.80	44,530.00	0.00	0.00		3,050.00	44,530.00		

\$154,277.24 - 2,770.06
= 151,506.56

N1 - Spine Road

Item ID	Description	Quantity	Unit	Unit Price	Contract Amount	Previously Completed		This Period		Stored Materials Amount	Complete to Date		%Comp
						Units	Amount	Units	Amount		Units	Amount	
6062	CO2: SR: RM: Deduct 8" Gate Valves w/Box	-2.00	EA	2,477.00	-4,954.00	-2.00	-4,954.00		0.00		-2.00	\$ (4,954.00)	100%
6064	CO2: SR: RM: Add 6" Gate Valves w/Box	2.00	EA	1,954.00	3,908.00	0.78	1,524.12		0.00		0.78	\$ 3,916.12	100%
6066	CO2: SR: RM: Deduct Blow Off	-1.00	EA	1,754.00	-1,754.00	-1.00	-1,754.00		0.00		-1.00	\$ (1,754.00)	100%
6068	CO2: SR: RM: Add 1" Irrigation Service	1.00	EA	1,220.00	1,220.00	1.00	1,220.00		0.00		1.00	\$ 1,220.00	100%
6070	CO2: SR: STRM: Deduct 18" RCP	-44.00	LF	69.72	-3,067.68	-44.00	-3,067.68		0.00		-44.00	\$ (3,067.68)	100%
6072	CO2: SR: STRM: Add 24" RCP	50.00	LF	85.34	4,267.00	50.00	4,267.00		0.00		50.00	\$ 4,267.00	100%
6074	CO2: SR: STRM: Deduct 18" MES	-1.00	EA	2,499.00	-2,499.00	-1.00	-2,499.00		0.00		-1.00	\$ (2,499.00)	100%
6076	CO2: SR: STRM: Add 24" MES	1.00	EA	2,850.00	2,850.00	1.00	2,850.00		0.00		1.00	\$ 2,850.00	100%
6078	CO2: SR: STRM: Deduct Type P Manhole	-1.00	EA	3,536.00	-3,536.00	-1.00	-3,536.00		0.00		-1.00	\$ (3,536.00)	100%
6080	CO2: SR: STRM: Deduct Underdrains	-635.00	LF	37.50	-23,812.50	-635.00	-23,812.50		0.00		-635.00	\$ (23,812.50)	100%
6082	CO2: SR: STRM: Deduct Clean-Outs	-10.00	EA	725.00	-7,250.00	-10.00	-7,250.00		0.00		-10.00	\$ (7,250.00)	100%
6084	CO2: SR: Deduct 10" Stabilized Subgrade	-84.00	SY	5.65	-474.60	0.00	0.00	-84.00	-474.60		-84.00	\$ (474.60)	100%
6086	CO2: SR: Deduct 8" Limerock Base	-84.00	SY	19.34	-1,624.56	0.00	0.00	-84.00	-1,624.56		-84.00	\$ (1,624.56)	100%
6088	CO2: SR: Deduct 2" SP 9.5 Asphalt (Single Lift)	-84.00	SY	14.60	-1,226.40	0.00	0.00	-84.00	-1,226.40		-84.00	\$ (1,226.40)	100%
6090	CO2: SR: Add Type F Curb	27.00	LF	20.54	554.58	0.00	0.00	27.00	554.58		27.00	\$ 554.58	100%
6092	CO2: SR: Deduct 5' x 4" Sidewalk	-225.00	LF	25.00	-5,625.00	0.00	0.00		0.00		0.00	\$ -	0%
6094	CO2: SR: Add 10' x 4" Sidewalk (Common Areas Only)	339.00	LF	44.89	15,149.91	0.00	0.00		0.00		0.00	\$ -	0%
CO3	Spine Rd Irrigation & Electrical Sleeves				45,090.04		0.00		45,090.04	45,090.04	0.00	45,090.04	0%
6250	CO3: SR: Survey	1.00	LS	2,090.44	2,090.44	0.00	0.00	1.00	2,090.44		1.00	\$ 2,090.44	100%
6252	CO3: SR: 6" Sch 40 PVC Conduit Sleeve	700.00	LF	39.96	27,972.00	0.00	0.00	700.00	27,972.00		700.00	\$ 27,972.00	100%
6254	CO3: SR: 2" Sch 40 PVC Irrigation Sleeve	780.00	LF	15.26	11,902.80	0.00	0.00	780.00	11,902.80		780.00	\$ 11,902.80	100%
6256	CO3: SR: Stabilized Subgrade Restoration	240.00	SY	13.02	3,124.80	0.00	0.00	240.00	3,124.80		240.00	\$ 3,124.80	100%

Grand Totals

					3,325,818.43		1,364,204.42		870,300.90	0.00		2,910,895.38	87.52%
									\$ 87,030.10	\$ -			
									\$ 783,270.80	\$ -			
								Total	\$ 783,270.80				

**CONDITIONAL
WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT**

The undersigned lienor, in consideration of the sum of \$783,270.80 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through May 31, 2023 to LT Westview, LLC. c/o Taylor Morrison of Florida, Inc. on the job of LT Westview, LLC. c/o Taylor Morrison of Florida, Inc. to the following described property:

**WESTVIEW POD A PH1A & PH2 MG & SPINE RD
N1 - Spine Road
Osceola County, Florida**

This release is contingent upon receipt by the undersigned of the consideration specified above and upon full collection by the undersigned of any and all checks, drafts and instruments given in payment for labor, services or materials on the job.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified or any pending change orders

DATED on: May 30, 2023

JR DAVIS CONSTRUCTION COMPANY, INC.
210 HANGAR ROAD
KISSIMMEE, FL 34741



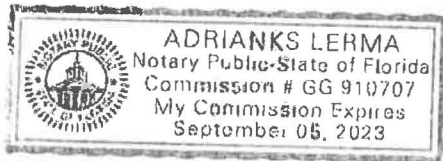
Digitally signed by Kristy L Kelley
Date: 2023.05.30 15:28:26 -04'00'

Kristy Kelley, Secretary

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 30th day of MAY 2023, by Kristy Kelley as Secretary of Jr. Davis Construction Company, Inc., on behalf of the corporation. Who is:

Personally known
 Produced Identification
Type of Identification Produced _____





NOTARY PUBLIC
My Commission Expires 9/5/23

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

Purchase Order: 1544

TaylorMorrison, 2600 Lake Lucien Drive
Maitland, FL 32751

Company: Taylor Morrison Orlando
Community: LT Westview JV
16970400

Vendor: Jr. Davis Construction Company, Inc.
[210 Hangar Road](#)
Kissimmee, FL 34741
(p) (407) 870-0066

PO Name: JR Davis AA1 Pod A Spine Rd
Ordered: 8/26/2022
Revised: 6/16/2023

Notes: JR Davis AA1 Pod A Spine Rd

Pod A - Neighborhood 1 - 0091000 Spine Road & Offsites - 0091040

Line	Qty	Unit	Resource Description	CO	Price	Total	Invoiced
	0.00	LS	021520 Grading - Grading ORL	0	\$500,266.32	\$500,266.32	\$466,689.32
	0.00	LS	- Grading ORL CO 2 Excavation Grading - JR Davis AA Pod A Spine Rd CO 2	2	\$4,370.32	\$4,370.32	\$2,905.32
	0.00	LS	310100 Roadways and Pavement - Roadways & Pavement ORL CO 2 Concrete and Paving - JR Davis AA Pod A Spine Rd CO 2	2	\$6,753.93	\$6,753.93	\$2,671.42
	0.00	LS	- Roadways & Pavement ORL	0	\$221,650.44	\$221,650.44	\$63,571.20
	0.00	LS	320100 Utility Water Dist. System - Utility Water Dist. System ORL	0	\$88,349.80	\$88,349.80	\$84,843.60
	0.00	LS	- Utility Water Dist. System ORL CO 2 Onsite Water - JR Davis AA Pod A Spine Rd CO 2	2	(\$3,486.00)	(\$3,486.00)	\$0.00
	0.00	LS	320140 Storm Drainage Utilities - Storm Drainage Utilities ORL CO 2 Onsite Storm - JR Davis AA Pod A Spine Rd CO 2	2	(\$33,048.18)	(\$33,048.18)	(\$33,048.18)
	0.00	LS	- Storm Drainage Utilities ORL	0	\$212,415.32	\$212,415.32	\$212,415.32
	0.00	LS	320150 Gray/Reclaimed Water System - Gray/Reclaimed Water System ORL	0	\$84,676.50	\$84,676.50	\$77,967.95
	0.00	LS	- Gray/Reclaimed Water System ORL CO 2 Onsite Reclaim - JR Davis AA Pod A Spine Rd CO 2	2	(\$1,652.70)	(\$1,652.70)	\$0.00
	0.00	LS	- Gray/Reclaimed Water System ORL CO 2A to bal CO 2 - JR Davis AA1 Pod A Spine Rd CO 2A	3	(\$10,080.30)	(\$10,080.30)	\$0.00
	0.00	LS	- Gray/Reclaimed Water System ORL CO 2A to bal CO 2 - JR Davis AA1 Pod A Spine Rd CO 2A	3	\$10,080.30	\$10,080.30	\$2,392.00
	0.00	LS	550150 Offsite Improvements - Offsite General ORL CO 3 Irrigation and Electrical Sleeves - JR Davis AA Pod A Spine Rd CO 3	4	\$45,090.04	\$45,090.04	\$0.00
	0.00	LS	- Offsite General ORL	0	\$2,108,204.14	\$2,108,204.14	\$1,068,473.03
	0.00	LS	- Offsite General ORL CO 1 Offsite Water Main - JR Davis AA Pod A Spine Rd CO 1	1	\$34,548.50	\$34,548.50	\$34,548.50
	0.00	LS	- Offsite General ORL CO 1 Offsite Reclaim Water - JR Davis AA Pod A Spine Rd CO 1	1	\$57,680.00	\$57,680.00	\$57,165.00
SubTotal:						\$3,325,818.43	\$2,040,594.48

33,577

158,079.24

1,039,731.11

515.00

Payment Information

Draw

Draw Amounts

Original Contract Sum: \$3,215,562.52
Net change by previous COs: \$65,165.87
Contract Sum Prior to this CO# 4: \$3,280,728.39
Adjustment by this CO# 4: \$45,090.04
New Contract Sum: \$3,325,818.43
Invoiced To Date: \$2,040,594.48

Signature _____ Date _____

Terms and Conditions

By this reference this purchase order becomes an addendum of the original contract. All terms and conditions of that contract apply to this PO. Please review carefully before signing

Accounts Payable Analyzer

Oper Unit: 016J | Company: (ALL) | Category: (ALL) | Suppliers: jr. davis | Invoice No: (ALL) | Unpaid/Open Only: X | Post Date From: 1/1/2023 >> Post Date To: 8/29/2023 | Include History: | Refreshed: Aug 29 2023 4:02AM

Total Records: 19
Unique Invoices: 4

Supplier Name	Supplier Code	Pay Fr Trans Type	Invoice No.	Pay Status	Invoice Dates		Invoice Amounts				Item Amounts			Item Payments
					Invoice Date	Posting Date	Invoice Amount	Current Balance	Inv Retention	Inv Retention Bal	Item No	Item Amount	Item Retention Balance	
Jr. Davis Construction Company,	16JrDavis	Inv	128999 Draw 10	Paid	4/30/2023	7/6/2023	\$458,062.14	\$0.00	\$50,895.80	\$25,447.89	0001	\$163,348.72	\$0.00	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0002	\$81,185.43	\$1,722.55	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0003	\$16,672.72	\$1,852.53	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14)
											0004	\$7,951.00	\$883.45	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14)
											0005	\$184,417.77	\$20,490.86	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14)
											0006	\$4,486.50	\$498.50	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14)
Jr. Davis Construction Company,	16JrDavis	Inv	129000 Draw 10	Paid	4/30/2023	7/6/2023	\$499,271.76	\$0.00	\$55,474.64	\$27,737.31	0001	\$7,722.00	\$0.00	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0002	\$57,214.08	\$0.00	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0003	\$2,480.94	\$0.00	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0004	\$12,152.70	\$0.00	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0005	\$417,300.21	\$27,470.44	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0006	\$2,401.83	\$266.87	(bank 16970 chk# ET001064, \$1908544.60, 2023-07-14)
Jr. Davis Construction Company,	16JrDavis	Inv	129066 Draw 11	Paid	5/31/2023	7/27/2023	\$783,270.81	\$0.00	\$87,030.09	\$43,515.04	0001	\$13,681.80	\$0.00	(bank 16970 chk# ET001069, \$3007445.08, 2023-07-31); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0002	\$136,355.90	\$0.00	(bank 16970 chk# ET001069, \$3007445.08, 2023-07-31); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0003	\$633,233.11	\$43,515.04	(bank 16970 chk# ET001069, \$3007445.08, 2023-07-31); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
Jr. Davis Construction Company,	16JrDavis	Inv	129067 Draw 11	Paid	5/31/2023	7/27/2023	\$594,324.33	\$0.00	\$66,036.05	\$33,018.02	0001	\$63,791.62	\$0.00	(bank 16970 chk# ET001069, \$3007445.08, 2023-07-31); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0002	\$21,639.23	\$0.00	(bank 16970 chk# ET001069, \$3007445.08, 2023-07-31); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0003	\$344,834.33	\$14,789.22	(bank 16970 chk# ET001069, \$3007445.08, 2023-07-31); (bank 16970 chk# ET001077, \$773336.25, 2023-08-28)
											0004	\$164,059.15	\$18,228.80	(bank 16970 chk# ET001069, \$3007445.08, 2023-07-31)

N1 - Spine Road																
Item ID	Description	Quantity	Unit	UnitPrice	Contract Amount	Previously Completed		Complete to Date		%Comp	Previous Billing	Difference	Retainage	Paid to Date	% to CDD	Amount Paid By CDD
						Units	Amount	Units	Amount							
6054	CO2: SR: WM: Deduct 12" Gate Valve w/Box	-1.00	EA	4,269.00	-4,269.00	-1.00	-4,269.00	-1.00	\$ (4,269.00)	100%	\$ (4,269.00)	-	-	-	0%	-
320150	Irrigation (Gray/Reclaimed Water System)				-1,652.70										100%	-
6056	CO2: SR: RM: Deduct 8" Reclaim Main - PVC	-100.00	LF	50.25	-5,025.00	-100.00	-5,025.00	-100.00	\$ (5,025.00)	100%	\$ (5,025.00)	-	-	-	0%	-
6058	CO2: SR: RM: Add 6" Reclaim Main - PVC	100.00	LF	33.08	3,308.00	100.00	3,308.00	100.00	\$ 3,308.00	100%	\$ 3,308.00	-	-	-	95%	-
6060	CO2: SR: RM: Add 12" Reclaim Main - PVC	21.00	LF	78.30	1,644.30	21.00	1,644.30	21.00	\$ 1,644.30	100%	\$ 1,644.30	-	-	-	100%	-
6062	CO2: SR: RM: Deduct 8" Gate Valves w/Box	-2.00	EA	2,477.00	-4,954.00	-2.00	-4,954.00	-2.00	\$ (4,954.00)	100%	\$ (4,954.00)	-	-	-	0%	-
6064	CO2: SR: RM: Add 6" Gate Valves w/Box	2.00	EA	1,954.00	3,908.00	0.78	3,916.12	0.78	\$ 3,916.12	100%	\$ 3,916.12	-	-	-	100%	-
6066	CO2: SR: RM: Deduct Blow Off	-1.00	EA	1,754.00	-1,754.00	-1.00	-1,754.00	-1.00	\$ (1,754.00)	100%	\$ (1,754.00)	-	-	-	0%	-
6068	CO2: SR: RM: Add 1" Irrigation Service	1.00	EA	1,220.00	1,220.00	1.00	1,220.00	1.00	\$ 1,220.00	100%	\$ 1,220.00	-	-	-	0%	-
320140	Storm Drainage (Storm Drainage Utilities)				-33,048.18										0%	-
6070	CO2: SR: STRM: Deduct 18" RCP	-44.00	LF	69.72	-3,067.68	-44.00	-3,067.68	-44.00	\$ (3,067.68)	100%	\$ (3,067.68)	-	-	-	100%	-
6072	CO2: SR: STRM: Add 24" RCP	50.00	LF	85.34	4,267.00	50.00	4,267.00	50.00	\$ 4,267.00	100%	\$ 4,267.00	-	-	-	100%	-
6074	CO2: SR: STRM: Deduct 18" MES	-1.00	EA	2,499.00	-2,499.00	-1.00	-2,499.00	-1.00	\$ (2,499.00)	100%	\$ (2,499.00)	-	-	-	100%	-
6076	CO2: SR: STRM: Add 24" MES	1.00	EA	2,850.00	2,850.00	1.00	2,850.00	1.00	\$ 2,850.00	100%	\$ 2,850.00	-	-	-	100%	-
6078	CO2: SR: STRM: Deduct Type P Manhole	-1.00	EA	3,536.00	-3,536.00	-1.00	-3,536.00	-1.00	\$ (3,536.00)	100%	\$ (3,536.00)	-	-	-	100%	-
6080	CO2: SR: STRM: Deduct Underdrains	-635.00	LF	37.50	-23,812.50	-635.00	-23,812.50	-635.00	\$ (23,812.50)	100%	\$ (23,812.50)	-	-	-	100%	-
6082	CO2: SR: STRM: Deduct Clean Outs	-10.00	EA	725.00	-7,250.00	-10.00	-7,250.00	-10.00	\$ (7,250.00)	100%	\$ (7,250.00)	-	-	-	100%	-
310100	Roadways and Pavement				6,753.93											
6084	CO2: SR: Deduct 10" Stabilized Subgrade	-84.00	SY	5.65	-474.60	-84.00	-474.60	-84.00	\$ (474.60)	100%	\$ -	(474.60)	(47.46)	(427.14)	100%	(427.14)
6086	CO2: SR: Deduct 8" Limerock Base	-84.00	SY	19.34	-1,624.56	-84.00	-1,624.56	-84.00	\$ (1,624.56)	100%	\$ -	(1,624.56)	(162.46)	(1,462.10)	100%	(1,462.10)
6088	CO2: SR: Deduct 2" SP 9.5 Asphalt (Single Lift)	-84.00	SY	14.60	-1,226.40	-84.00	-1,226.40	-84.00	\$ (1,226.40)	100%	\$ -	(1,226.40)	(122.64)	(1,103.76)	100%	(1,103.76)
6090	CO2: SR: Add Type F Curb	27.00	LF	20.54	554.58	27.00	554.88	27.00	\$ 554.88	100%	-	554.88	55.49	499.39		
6092	CO2: SR: Deduct 5' x 4" Sidewalk	-225.00	LF	25.00	-5,625.00	0.00	0.00	0.00	\$ -	0%	\$ -	-	-	-	100%	-
6094	CO2: SR: Add 10' x 4" Sidewalk (Common Areas Only)	339.00	LF	44.69	15,149.91	0.00	0.00	0.00	\$ -	0%	\$ -	-	-	-	100%	-
550150	Spine Rd Irrigation & Electrical Sleeves				45,090.04		45,090.04		45,090.04							
6250		550	1.00	2090.44	2,090.44	1.00	\$ 2,090.44	1.00	\$ 2,090.44	100%	\$ -	2,090.44	209.04	1,881.40	100%	1,881.40
6252	CO3: SR: 6" Sch40 PVC Conduit Sleeve	700.00	LF	39.95	27,972.00	700.00	\$ 27,972.00	700.00	\$ 27,972.00	100%	\$ -	27,972.00	2,797.20	25,174.80	100%	25,174.80
6254	CO3: SR: 2" Sch40 PVC Irrigation Sleeve	780.00	LF	15.26	11,902.80	780.00	\$ 11,902.80	780.00	\$ 11,902.80	100%	\$ -	11,902.80	1,190.28	10,712.52	100%	10,712.52
6256	CO3: SR: Stabilized Subgrade Restoration	240.00	SY	13.02	3,124.80	240.00	\$ 3,124.80	240.00	\$ 3,124.80	100%	-	3,124.30	312.43	2,811.87		
Grand Totals					3,325,818.43		2,910,895.88		2,910,895.88	87.52%		870,300.90	87,030.09	783,270.81		584,876.76

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

4B

July 28, 2023

Westview South Community Development District
c/o District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Pod A, Phase 1A Improvements, Cypress
Parkway Improvements and Work Product

Dear District Manager,

Pursuant to that certain *Acquisition Agreement* dated July 6, 2023 ("**Acquisition Agreement**"), by and between the Westview South Community Development District ("**District**") and LT Westview, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" and "**Work Product**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, the District agrees to pay from future bond proceeds the amount of **\$7,851,722.68** which represents the actual cost of constructing and/or creating the Improvements and Work Product¹.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- The Developer agrees, at the direction of the District, to assist the District with the turnover from the District and to Tohopekaliga Water Authority, all of the District's rights, title and interest in the utility improvements, including but not limited to completing any punch list items at the Developer's expense, warranting any such utility improvements to the extent required by Tohopekaliga Water Authority, and posting and maintaining any required maintenance bonds.
- The Developer agrees, at the direction of the District, to assist the District with the turnover from the District and to Polk County and Osceola County, all of the District's rights, title and interest in the roadway improvements, including but not limited to completing any punch list items at the Developer's expense, warranting any such

¹ As of July 15, 2023, the Developer has paid **\$7,851,722.68** to the Contractor for the Improvements. This amount will be immediately processed by requisition and paid to Developer. The District will process any remaining amounts by requisition and pay the Developer once proof of payment for the remaining amounts have been submitted to the District, subject to the terms of the Acquisition Agreement and the availability of funds.

roadway improvements to the extent required by Polk County and Osceola County, and posting and maintaining any required maintenance bonds.

- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements.


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

Agreed to by:

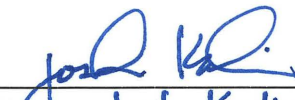
Sincerely,

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

**LT WESTVIEW, LLC, a Delaware limited liability
company**



Name: Rob Bonin
Title: Vice Chair



Name: Josh Kalin
Title: Authorized Agent

EXHIBIT A

Description of Pod A, Phase 1A Improvements, Cypress Parkway Improvements & Work Product

Pod A, Phase 1A Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Tract LS-1 (Lift Station), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), and Tract A-4 (Osceola County Right-of-Way), each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Wetland W-1, Wetland W-2, and Wetland W-3 (Wetland Preserved Area), Wetland W-4 (Wetland Easement/Conservation Area), Tracts P-100, P-110, P-120, P-130, P-140, and P-200 (Storm Water Pond), all “Drainage Easement(s),” and all “Drainage and Fence Easement,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Future Development Drainage & Surface Water Management – Mass grading and pond excavation related to drainage and surface water management systems (i.e., public improvements only) located within Tracts FD-1, FD-2 and FD-3 (Future Development), as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Cypress Parkway Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Work Product—Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced Improvements.

[CONTINUED ON FOLLOWING PAGE]

COST OF IMPROVEMENTS					
Description	Total Contract Amount	Paid to Date (Contractor to Developer)	Balance Owed	Retainage	CDD Eligible Items Amount
Pod A, Phase 1A General Mobilization, Grading, Sodding & Excavation*	\$4,572,618.88	\$3,829,037.25	\$318,133.05	\$425,448.58	\$1,925,576.37
Pod A, Phase 1A Wastewater Improvements	\$1,445,871.33	\$956,449.87	\$383,149.26	\$106,272.20	\$956,449.87
Pod A, Phase 1A Potable Water Improvements	\$603,797.00	\$543,262.27	\$172.26	\$60,362.47	\$543,262.27
Pod A, Phase 1A Reclaimed Water Improvements	\$264,829.13	\$226,324.40	\$13,357.57	\$25,147.16	\$226,324.40
Pod A, Phase 1A Drainage & Surface Water Management*	\$861,646.40	\$775,481.40	\$0.00	\$86,165.00	\$574,087.91
Pod A, Phase 1A PUBLIC Roadway Improvements	\$960,098.68	\$842,449.58	\$24,043.59	\$93,605.51	\$530,645.09
Cypress Parkway Clearing & Grading	\$99,797.69	\$25,709.40	\$71,231.69	\$2,856.60	\$25,709.40
Cypress Parkway Wastewater Improvements	\$84,440.90	\$75,947.04	\$55.30	\$8,438.56	\$75,947.04
Cypress Parkway Potable Water Improvements	\$128,757.00	\$115,814.90	\$73.78	\$12,868.32	\$115,814.90
Cypress Parkway Roadway Improvements	\$797,913.84	\$372,400.83	\$384,135.14	\$41,377.87	\$372,400.83
Cypress Parkway Drainage & Surface Water Management	\$62,360.86	\$0.00	\$56,124.78	\$6,236.08	\$0.00
Spine Road General Mobilization, Grading, Sodding & Excavation	\$504,636.64	\$422,635.18	\$35,042.00	\$46,959.46	\$422,635.18
Spine Road Potable Water Improvements	\$84,863.80	\$76,359.24	\$20.20	\$8,484.36	\$76,359.24
Spine Road Reclaimed Water Improvements	\$83,023.80	\$74,721.42	\$0.00	\$8,302.38	\$74,721.42
Spine Road Drainage & Surface Water Management	\$179,367.14	\$161,430.43	\$0.00	\$17,936.71	\$161,430.43
Spine Road Roadway Improvements	\$228,404.37	\$57,214.08	\$148,349.85	\$22,840.44	\$57,214.08
Spine Road Offsite Clearing & Grading	\$141,413.95	\$49,378.95	\$86,548.45	\$5,486.55	\$49,378.95
Spine Road Offsite Potable Water	\$218,068.80	\$195,445.02	\$907.67	\$21,176.11	\$195,445.02

Spine Road Offsite Reclaim Improvements	\$1,236,454.20	\$799,343.91	\$348,294.30	\$88,815.99	\$799,343.91
Spine Road Offsite Roadway Improvements	\$649,585.73	\$0.00	\$584,627.16	\$64,958.57	\$0.00
TOTALS:	\$13,207,950.14	\$9,599,405.17	\$2,454,266.05	\$1,153,738.92	\$7,182,746.31

*Only public improvements are CDD Eligible

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Atwell, LLC	Pod A, Phase 1A: Design Development, Preliminary Development Plan & Permitting, Construction Plans & Permitting (3 Phases), Plan Modifications 1, Model Home Plan Set and Permitting, Model Home Plan Set and Permitting Addition, SFWMD ERP Modification, Construction Bid Services, Final Plat Support Services, Final Plat Support Services Extension, Construction Phase Engineering Services, Construction Phase Services Extension, Construction Phase Services Addition, CO#5 Construction Phase Services, Construction Certifications (3 Phases), CLOMR-F and LOMR-F, FEMA Additional Services, FEMA Letter of Map Revisions (LOMR), Reimbursable Expenses	Billing Summary	\$436,697.59	\$222,179.04	\$214,518.55
Atwell, LLC	Spine Road: Design Development, Final Design, Plan Modification, Plan Modification Additional, Plan Modification 2, Earthwork Analysis, Construction Bid Services, Final Plat Support Services, Construction Phase Engineering Services, Construction Phase Services Extension, Construction Certifications, Meetings/Coordination, Dewatering Coordination, Reimbursable Expenses	Billing Summary	\$227,771.07	\$0.00	\$227,771.07
B.O.C.C Polk County	Fees & Permits	N1PH1A Permit	\$305.00	\$76.25	\$228.75
B.O.C.C Polk County	Fees & Permits - 75% Public Improvements	N1PH1A Plat	\$1,648.00	\$412.00	\$1,236.00
B.O.C.C. Osceola County	Fees & Permits	A Spine Rd Insp Fee	\$30,279.00	\$0.00	\$30,279.00

COST OF WORK PRODUCT

Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	169004	\$725.00	\$0.00	\$725.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	169534	\$1,595.00	\$0.00	\$1,595.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170006	\$3,872.50	\$0.00	\$3,872.50
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170007	\$3,400.00	\$0.00	\$3,400.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170499	\$9,985.00	\$0.00	\$9,985.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170952	\$7,597.50	\$0.00	\$7,597.50
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	167443	\$14,635.00	\$0.00	\$14,635.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	171923	\$2,275.00	\$0.00	\$2,275.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	167999	\$1,100.00	\$0.00	\$1,100.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	168587	\$5,040.00	\$0.00	\$5,040.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	166916	\$6,995.00	\$0.00	\$6,995.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	165922	\$13,045.00	\$0.00	\$13,045.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	166344	\$3,695.00	\$0.00	\$3,695.00
Bonnett Design Group ,LLC	Other Consultants	3237	\$8,125.00	\$1,625.00	\$6,500.00
Bonnett Design Group ,LLC	Other Consultants	3312	\$8,125.00	\$ 1,625.00	\$6,500.00
Bonnett Design Group ,LLC	Other Consultants	3476	\$7,625.00	\$ 1,525.00	\$6,100.00
Bonnett Design Group ,LLC	Other Consultants	3476	\$3,125.00	\$625.00	\$2,500.00
Bonnett Design Group ,LLC	Other Consultants	3536	\$4,125.00	\$825.00	\$3,300.00
Bonnett Design Group ,LLC	Other Consultants	3176	\$4,000.00	\$800.00	\$3,200.00
Bonnett Design Group ,LLC	Other Consultants	3110	\$6,375.00	\$ 1,275.00	\$5,100.00
Bonnett Design Group ,LLC	Other Consultants	3211	\$11,875.00	\$ 2,375.00	\$9,500.00
Geopoint Surveying, Inc.	Surveying	70365	\$500.00	\$200.00	\$300.00
Geopoint Surveying, Inc.	Surveying	71244	\$760.00	\$304.00	\$456.00
Geopoint Surveying, Inc.	Surveying	76473-27	\$3,575.00	\$ 1,430.00	\$2,145.00
Geopoint Surveying, Inc.	Surveying	76473-27	\$6,362.50	\$0.00	\$6,362.50
Geopoint Surveying, Inc.	Surveying	72861	\$250.00	\$100.00	\$150.00
Geopoint Surveying, Inc.	Surveying	72861	\$800.00	\$0.00	\$800.00
Geopoint Surveying, Inc.	Surveying	73987	\$1,200.00	\$480.00	\$720.00

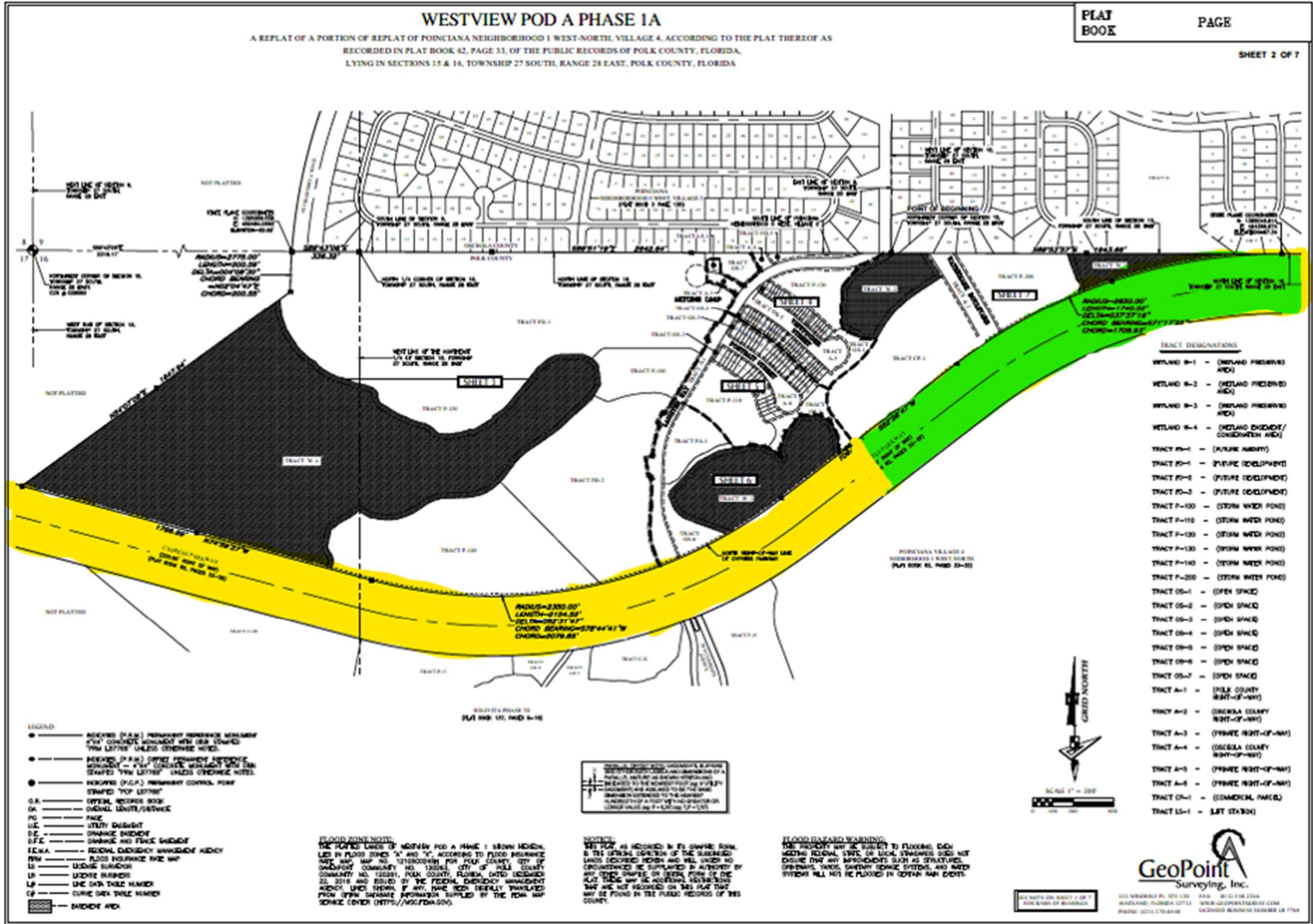
COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Geopoint Surveying, Inc.	Surveying	77052-28	\$5,337.50	\$0.00	\$5,337.50
Geopoint Surveying, Inc.	Surveying	69779	\$260.00	\$104.00	\$156.00
Geopoint Surveying, Inc.	Surveying	68094	\$3,050.00	\$1,220.00	\$1,830.00
Geopoint Surveying, Inc.	Surveying	68567	\$1,760.00	\$704.00	\$1,056.00
Geopoint Surveying, Inc.	Surveying	69456	\$500.00	\$200.00	\$300.00
Geopoint Surveying, Inc.	Surveying	69454	\$1,200.00	\$0.00	\$1,200.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4192	\$1,115.00	\$0.00	\$1,115.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4117	\$3,580.00	\$0.00	\$3,580.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4150	\$5,620.00	\$0.00	\$5,620.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4062	\$11,940.00	\$0.00	\$11,940.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4279	\$2,895.00	\$0.00	\$2,895.00
Polk County Clerk of Courts	Fees & Permits	NBHD 1 Ph1A Plat	\$120.00	\$30.00	\$90.00
RVI, Inc.	Engineering	0722015	\$490.00	\$0.00	\$490.00
RVI, Inc.	Engineering	1122031	\$95.00	\$0.00	\$95.00
RVI, Inc.	Engineering	0423052	\$255.00	\$0.00	\$255.00
RVI, Inc.	Other Consultants	0522112	\$285.00	\$0.00	\$285.00
RVI, Inc.	Other Consultants	0422337	\$2,375.00	\$0.00	\$2,375.00
RVI, Inc.	Other Consultants	0322232	\$3,550.00	\$0.00	\$3,550.00
RVI, Inc.	Other Consultants	0422015	\$435.00	\$0.00	\$435.00
South Florida Water Mgt District	Fees & Permits	CKREQ POD A ERP	\$2,100.00	\$0.00	\$2,100.00
State of Florida Department of Environmental Protection	Fees & Permits	POD A POT Permit	\$650.00	\$0.00	\$650.00
State of Florida Department of Environmental Protection	Fees & Permits	POD A DW 4.03.23	\$500.00	\$0.00	\$500.00

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Tohopekaliga Water Authority	Fees & Permits	TOHO CK REQ 110722	\$8,700.00	\$0.00	\$8,700.00
Universal Engineering Sciences, Inc.	Engineer - Soils/GeoTech/Mater	00670457	\$295.00	\$0.00	\$295.00
Water Science Associates, Inc.	Other Consultants	3622-02-01	\$2,000.00	\$0.00	\$2,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-04	\$4,000.00	\$0.00	\$4,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-05	\$1,000.00	\$0.00	\$1,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-06	\$500.00	\$0.00	\$500.00
Water Science Associates, Inc.	Other Consultants	3621-03-08	\$500.00	\$0.00	\$500.00
Water Science Associates, Inc.	Other Consultants	3622-02-03	\$2,500.00	\$0.00	\$2,500.00
Water Science Associates, Inc.	Other Consultants	3622-02-04	\$1,500.00	\$0.00	\$1,500.00
Water Science Associates, Inc.	Other Consultants	3622-02-05	\$500.00	\$0.00	\$500.00
		TOTALS:	\$907,090.66	\$238,114.29	\$668,976.37

TOTAL COST OF IMPROVEMENTS & WORK PRODUCT: \$7,851,722.68

EXHIBIT B LOCATION OF CYPRESS PARKWAY IMPROVEMENTS

■ = OFFSITE IMPROVEMENTS IDENTIFIED IN POD A, PHASE 1A CONTRACT; ■ = OFFSITE IMPROVEMENTS IDENTIFIED IN SPINE ROAD CONTRACT



CORPORATE DECLARATION AND AGREEMENT
[POD A, PHASE 1A IMPROVEMENTS, CYPRESS PARKWAY
IMPROVEMENTS & WORK PRODUCT]

I, Josh Kalin, as Authorized Agent of LT Westview, LLC, a Delaware limited liability company (“Developer”), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is Josh Kalin, and I am Authorized Agent of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Westview South Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“District”).
4. The District’s *Engineer’s Report (Restated)*, dated May 31, 2023, as supplemented by the *First Supplemental Engineer’s Report (2023 Projects)*, dated May 31, 2023 (“**Engineer’s Report**”) describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. The Developer had previously entered into a general assignment with Taylor Morrison of Florida, Inc., whereby certain professional services agreements related to the District’s project were assigned to the Developer. Developer hereby represents that no amounts are owed to Taylor Morrison of Florida, Inc., and no liens are on the property and related to the installation and/or creation of the improvements and work product prior to the sale to the Developer.
6. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer’s Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product.
7. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.

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

[CONTINUED ON NEXT PAGE]

Executed this 27 day of July, 2023.

LT WESTVIEW, LLC, a Delaware limited liability company

Josh Kalin
Name: Josh Kalin
Title: Authorized Agent

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27 day of July, 2023, by Josh Kalin as Authorized Agent of LT Westview, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Andrew Kantarzhi
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Andrew Kantarzhi
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

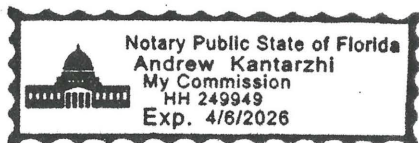


Exhibit A – Description of Pod A, Phase 1A Improvements, Cypress Parkway Improvements & Work Product

EXHIBIT A

Description of Pod A, Phase 1A Improvements, Cypress Parkway Improvements & Work Product

Pod A, Phase 1A Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Tract LS-1 (Lift Station), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), and Tract A-4 (Osceola County Right-of-Way), each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Wetland W-1, Wetland W-2, and Wetland W-3 (Wetland Preserved Area), Wetland W-4 (Wetland Easement/Conservation Area), Tracts P-100, P-110, P-120, P-130, P-140, and P-200 (Storm Water Pond), all “Drainage Easement(s),” and all “Drainage and Fence Easement,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Future Development Drainage & Surface Water Management – Mass grading and pond excavation related to drainage and surface water management systems (i.e., public improvements only) located within Tracts FD-1, FD-2 and FD-3 (Future Development), as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Cypress Parkway Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Work Product—Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced Improvements.

[CONTINUED ON FOLLOWING PAGE]

COST OF IMPROVEMENTS					
Description	Total Contract Amount	Paid to Date (Contractor to Developer)	Balance Owed	Retainage	CDD Eligible Items Amount
Pod A, Phase 1A General Mobilization, Grading, Sodding & Excavation*	\$4,572,618.88	\$3,829,037.25	\$318,133.05	\$425,448.58	\$1,925,576.37
Pod A, Phase 1A Wastewater Improvements	\$1,445,871.33	\$956,449.87	\$383,149.26	\$106,272.20	\$956,449.87
Pod A, Phase 1A Potable Water Improvements	\$603,797.00	\$543,262.27	\$172.26	\$60,362.47	\$543,262.27
Pod A, Phase 1A Reclaimed Water Improvements	\$264,829.13	\$226,324.40	\$13,357.57	\$25,147.16	\$226,324.40
Pod A, Phase 1A Drainage & Surface Water Management*	\$861,646.40	\$775,481.40	\$0.00	\$86,165.00	\$574,087.91
Pod A, Phase 1A PUBLIC Roadway Improvements	\$960,098.68	\$842,449.58	\$24,043.59	\$93,605.51	\$530,645.09
Cypress Parkway Clearing & Grading	\$99,797.69	\$25,709.40	\$71,231.69	\$2,856.60	\$25,709.40
Cypress Parkway Wastewater Improvements	\$84,440.90	\$75,947.04	\$55.30	\$8,438.56	\$75,947.04
Cypress Parkway Potable Water Improvements	\$128,757.00	\$115,814.90	\$73.78	\$12,868.32	\$115,814.90
Cypress Parkway Roadway Improvements	\$797,913.84	\$372,400.83	\$384,135.14	\$41,377.87	\$372,400.83
Cypress Parkway Drainage & Surface Water Management	\$62,360.86	\$0.00	\$56,124.78	\$6,236.08	\$0.00
Spine Road General Mobilization, Grading, Sodding & Excavation	\$504,636.64	\$422,635.18	\$35,042.00	\$46,959.46	\$422,635.18
Spine Road Potable Water Improvements	\$84,863.80	\$76,359.24	\$20.20	\$8,484.36	\$76,359.24
Spine Road Reclaimed Water Improvements	\$83,023.80	\$74,721.42	\$0.00	\$8,302.38	\$74,721.42
Spine Road Drainage & Surface Water Management	\$179,367.14	\$161,430.43	\$0.00	\$17,936.71	\$161,430.43
Spine Road Roadway Improvements	\$228,404.37	\$57,214.08	\$148,349.85	\$22,840.44	\$57,214.08
Spine Road Offsite Clearing & Grading	\$141,413.95	\$49,378.95	\$86,548.45	\$5,486.55	\$49,378.95
Spine Road Offsite Potable Water	\$218,068.80	\$195,445.02	\$907.67	\$21,176.11	\$195,445.02

Spine Road Offsite Reclaim Improvements	\$1,236,454.20	\$799,343.91	\$348,294.30	\$88,815.99	\$799,343.91
Spine Road Offsite Roadway Improvements	\$649,585.73	\$0.00	\$584,627.16	\$64,958.57	\$0.00
TOTALS:	\$13,207,950.14	\$9,599,405.17	\$2,454,266.05	\$1,153,738.92	\$7,182,746.31

*Only public improvements are CDD Eligible

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Atwell, LLC	Pod A, Phase 1A: Design Development, Preliminary Development Plan & Permitting, Construction Plans & Permitting (3 Phases), Plan Modifications 1, Model Home Plan Set and Permitting, Model Home Plan Set and Permitting Addition, SFWMD ERP Modification, Construction Bid Services, Final Plat Support Services, Final Plat Support Services Extension, Construction Phase Engineering Services, Construction Phase Services Extension, Construction Phase Services Addition, CO#5 Construction Phase Services, Construction Certifications (3 Phases), CLOMR-F and LOMR-F, FEMA Additional Services, FEMA Letter of Map Revisions (LOMR), Reimbursable Expenses	Billing Summary	\$436,697.59	\$222,179.04	\$214,518.55
Atwell, LLC	Spine Road: Design Development, Final Design, Plan Modification, Plan Modification Additional, Plan Modification 2, Earthwork Analysis, Construction Bid Services, Final Plat Support Services, Construction Phase Engineering Services, Construction Phase Services Extension, Construction Certifications, Meetings/Coordination, Dewatering Coordination, Reimbursable Expenses	Billing Summary	\$227,771.07	\$0.00	\$227,771.07
B.O.C.C Polk County	Fees & Permits	N1PH1A Permit	\$305.00	\$76.25	\$228.75
B.O.C.C Polk County	Fees & Permits - 75% Public Improvements	N1PH1A Plat	\$1,648.00	\$412.00	\$1,236.00
B.O.C.C. Osceola County	Fees & Permits	A Spine Rd Insp Fee	\$30,279.00	\$0.00	\$30,279.00

COST OF WORK PRODUCT

Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	169004	\$725.00	\$0.00	\$725.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	169534	\$1,595.00	\$0.00	\$1,595.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170006	\$3,872.50	\$0.00	\$3,872.50
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170007	\$3,400.00	\$0.00	\$3,400.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170499	\$9,985.00	\$0.00	\$9,985.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170952	\$7,597.50	\$0.00	\$7,597.50
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	167443	\$14,635.00	\$0.00	\$14,635.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	171923	\$2,275.00	\$0.00	\$2,275.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	167999	\$1,100.00	\$0.00	\$1,100.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	168587	\$5,040.00	\$0.00	\$5,040.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	166916	\$6,995.00	\$0.00	\$6,995.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	165922	\$13,045.00	\$0.00	\$13,045.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	166344	\$3,695.00	\$0.00	\$3,695.00
Bonnett Design Group ,LLC	Other Consultants	3237	\$8,125.00	\$1,625.00	\$6,500.00
Bonnett Design Group ,LLC	Other Consultants	3312	\$8,125.00	\$ 1,625.00	\$6,500.00
Bonnett Design Group ,LLC	Other Consultants	3476	\$7,625.00	\$ 1,525.00	\$6,100.00
Bonnett Design Group ,LLC	Other Consultants	3476	\$3,125.00	\$625.00	\$2,500.00
Bonnett Design Group ,LLC	Other Consultants	3536	\$4,125.00	\$825.00	\$3,300.00
Bonnett Design Group ,LLC	Other Consultants	3176	\$4,000.00	\$800.00	\$3,200.00
Bonnett Design Group ,LLC	Other Consultants	3110	\$6,375.00	\$ 1,275.00	\$5,100.00
Bonnett Design Group ,LLC	Other Consultants	3211	\$11,875.00	\$ 2,375.00	\$9,500.00
Geopoint Surveying, Inc.	Surveying	70365	\$500.00	\$200.00	\$300.00
Geopoint Surveying, Inc.	Surveying	71244	\$760.00	\$304.00	\$456.00
Geopoint Surveying, Inc.	Surveying	76473-27	\$3,575.00	\$ 1,430.00	\$2,145.00
Geopoint Surveying, Inc.	Surveying	76473-27	\$6,362.50	\$0.00	\$6,362.50
Geopoint Surveying, Inc.	Surveying	72861	\$250.00	\$100.00	\$150.00
Geopoint Surveying, Inc.	Surveying	72861	\$800.00	\$0.00	\$800.00
Geopoint Surveying, Inc.	Surveying	73987	\$1,200.00	\$480.00	\$720.00

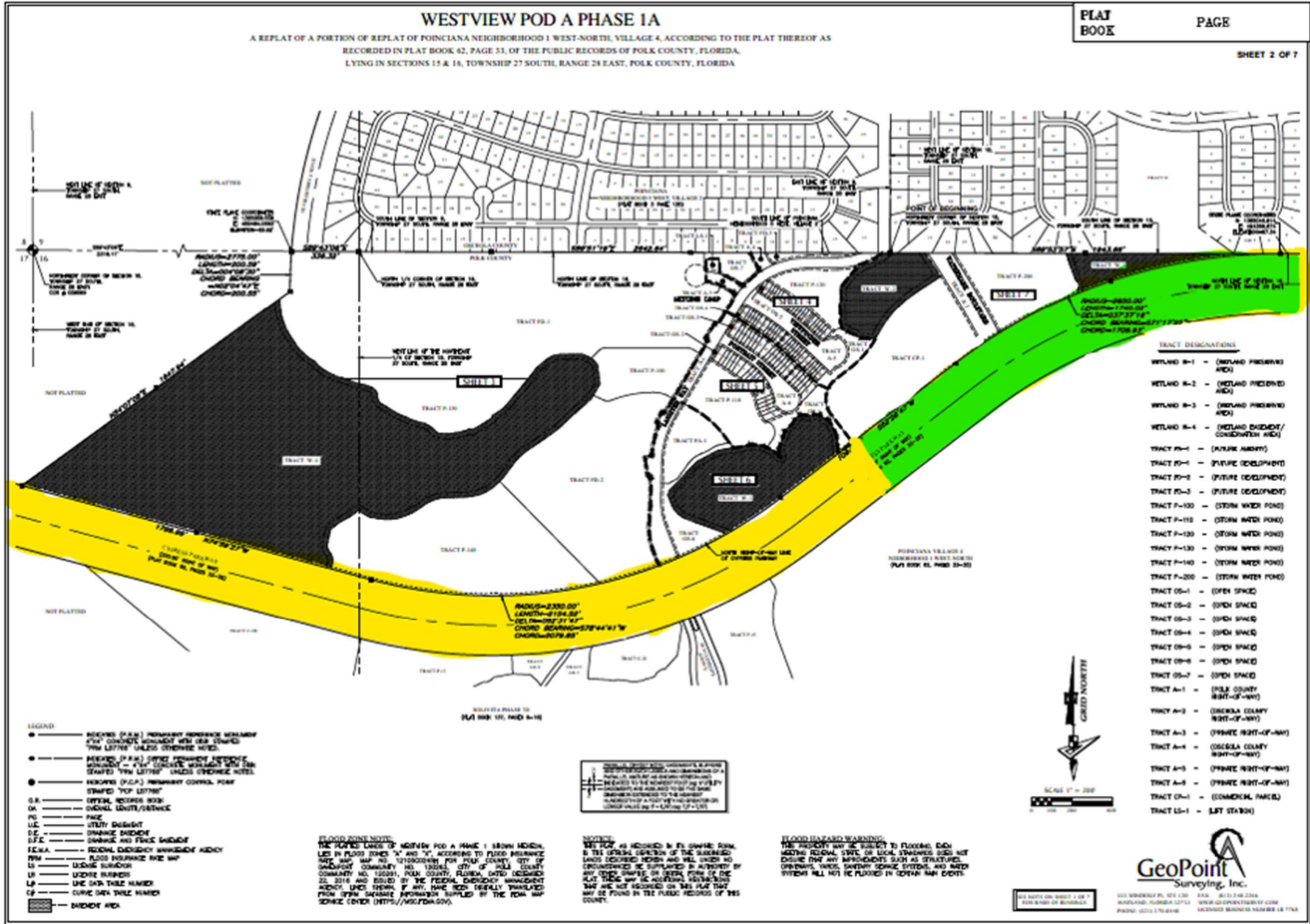
COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Geopoint Surveying, Inc.	Surveying	77052-28	\$5,337.50	\$0.00	\$5,337.50
Geopoint Surveying, Inc.	Surveying	69779	\$260.00	\$104.00	\$156.00
Geopoint Surveying, Inc.	Surveying	68094	\$3,050.00	\$1,220.00	\$1,830.00
Geopoint Surveying, Inc.	Surveying	68567	\$1,760.00	\$704.00	\$1,056.00
Geopoint Surveying, Inc.	Surveying	69456	\$500.00	\$200.00	\$300.00
Geopoint Surveying, Inc.	Surveying	69454	\$1,200.00	\$0.00	\$1,200.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4192	\$1,115.00	\$0.00	\$1,115.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4117	\$3,580.00	\$0.00	\$3,580.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4150	\$5,620.00	\$0.00	\$5,620.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4062	\$11,940.00	\$0.00	\$11,940.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4279	\$2,895.00	\$0.00	\$2,895.00
Polk County Clerk of Courts	Fees & Permits	NBHD 1 Ph1A Plat	\$120.00	\$30.00	\$90.00
RVI, Inc.	Engineering	0722015	\$490.00	\$0.00	\$490.00
RVI, Inc.	Engineering	1122031	\$95.00	\$0.00	\$95.00
RVI, Inc.	Engineering	0423052	\$255.00	\$0.00	\$255.00
RVI, Inc.	Other Consultants	0522112	\$285.00	\$0.00	\$285.00
RVI, Inc.	Other Consultants	0422337	\$2,375.00	\$0.00	\$2,375.00
RVI, Inc.	Other Consultants	0322232	\$3,550.00	\$0.00	\$3,550.00
RVI, Inc.	Other Consultants	0422015	\$435.00	\$0.00	\$435.00
South Florida Water Mgt District	Fees & Permits	CKREQ POD A ERP	\$2,100.00	\$0.00	\$2,100.00
State of Florida Department of Environmental Protection	Fees & Permits	POD A POT Permit	\$650.00	\$0.00	\$650.00
State of Florida Department of Environmental Protection	Fees & Permits	POD A DW 4.03.23	\$500.00	\$0.00	\$500.00

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Tohopekaliga Water Authority	Fees & Permits	TOHO CK REQ 110722	\$8,700.00	\$0.00	\$8,700.00
Universal Engineering Sciences, Inc.	Engineer - Soils/GeoTech/Mater	00670457	\$295.00	\$0.00	\$295.00
Water Science Associates, Inc.	Other Consultants	3622-02-01	\$2,000.00	\$0.00	\$2,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-04	\$4,000.00	\$0.00	\$4,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-05	\$1,000.00	\$0.00	\$1,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-06	\$500.00	\$0.00	\$500.00
Water Science Associates, Inc.	Other Consultants	3621-03-08	\$500.00	\$0.00	\$500.00
Water Science Associates, Inc.	Other Consultants	3622-02-03	\$2,500.00	\$0.00	\$2,500.00
Water Science Associates, Inc.	Other Consultants	3622-02-04	\$1,500.00	\$0.00	\$1,500.00
Water Science Associates, Inc.	Other Consultants	3622-02-05	\$500.00	\$0.00	\$500.00
		TOTALS:	\$907,090.66	\$238,114.29	\$668,976.37

TOTAL COST OF IMPROVEMENTS & WORK PRODUCT: \$7,851,722.68

EXHIBIT B LOCATION OF CYPRESS PARKWAY IMPROVEMENTS

■ = OFFSITE IMPROVEMENTS IDENTIFIED IN POD A, PHASE 1A CONTRACT; ■ = OFFSITE IMPROVEMENTS IDENTIFIED IN SPINE ROAD CONTRACT



CONTRACTOR ACKNOWLEDGMENT AND RELEASE
**[POD A, PHASE 1A IMPROVEMENTS, CYPRESS BAY PARKWAY
IMPROVEMENTS & WORK PRODUCT]**

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made the 28th day of July, 2023, by Jr. Davis Construction Co., Inc., having a mailing address of 210 Hangar Road, Kissimmee, Florida 34741 (“Contractor”), in favor of the **Westview South Community Development District** (“District”), which is a local unit of special-purpose government situated in both Polk and Osceola Counties, Florida, and having offices at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Contractor Agreement*, dated May 24, 2022, and between Contractor and LT Westview, LLC, a Delaware limited liability company (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

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

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

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

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist

related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

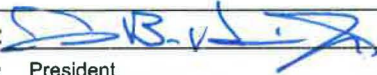
Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

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

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

JR. DAVIS CONSTRUCTION CO., INC

By: 
Its: President

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28th day of July, 2023, by James B. Davis, Jr. as President of Jr. Davis Construction Co., Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

EXHIBIT A

Description of Pod A, Phase 1A Improvements, Cypress Parkway Improvements & Work Product

Pod A, Phase 1A Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Tract LS-1 (Lift Station), and all "Public Utility Easements," each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all "Public Utility Easements," each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all "Public Utility Easements," each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), and Tract A-4 (Osceola County Right-of-Way), each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Wetland W-1, Wetland W-2, and Wetland W-3 (Wetland Preserved Area), Wetland W-4 (Wetland Easement/Conservation Area), Tracts P-100, P-110, P-120, P-130, P-140, and P-200 (Storm Water Pond), all "Drainage Easement(s)," and all "Drainage and Fence Easement," each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Future Development Drainage & Surface Water Management – Mass grading and pond excavation related to drainage and surface water management systems (i.e., public improvements only) located within Tracts FD-1, FD-2 and FD-3 (Future Development), as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Cypress Parkway Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

[CONTINUED ON FOLLOWING PAGE]

COST OF IMPROVEMENTS

Description	Total Contract Amount	Paid to Date (Contractor to Developer)	Balance Owed	Retainage	CDD Eligible Items Amount
Pod A, Phase 1A General Mobilization, Grading, Sodding & Excavation*	\$4,572,618.88	\$3,829,037.25	\$318,133.05	\$425,448.58	\$1,925,576.37
Pod A, Phase 1A Wastewater Improvements	\$1,445,871.33	\$956,449.87	\$383,149.26	\$106,272.20	\$956,449.87
Pod A, Phase 1A Potable Water Improvements	\$603,797.00	\$543,262.27	\$172.26	\$60,362.47	\$543,262.27
Pod A, Phase 1A Reclaimed Water Improvements	\$264,829.13	\$226,324.40	\$13,357.57	\$25,147.16	\$226,324.40
Pod A, Phase 1A Drainage & Surface Water Management*	\$861,646.40	\$730,345.37	\$50,151.54	\$81,149.49	\$574,087.91
Pod A, Phase 1A PUBLIC Roadway Improvements	\$960,098.68	\$842,449.58	\$24,043.59	\$93,605.51	\$530,645.09
Cypress Parkway Clearing & Grading	\$99,797.69	\$25,709.40	\$71,231.69	\$2,856.60	\$25,709.40
Cypress Parkway Wastewater Improvements	\$84,440.90	\$75,947.04	\$55.30	\$8,438.56	\$75,947.04
Cypress Parkway Potable Water Improvements	\$128,757.00	\$115,814.90	\$73.78	\$12,868.32	\$115,814.90
Cypress Parkway Roadway Improvements	\$797,913.84	\$372,400.83	\$384,135.14	\$41,377.87	\$372,400.83
Cypress Parkway Drainage & Surface Water Management	\$62,360.86	\$0.00	\$56,124.78	\$6,236.08	\$0.00
Spine Road General Mobilization, Grading, Sodding & Excavation	\$504,636.64	\$422,635.18	\$35,042.00	\$46,959.46	\$422,635.18
Spine Road Potable Water Improvements	\$84,863.80	\$76,359.24	\$20.20	\$8,484.36	\$76,359.24
Spine Road Reclaimed Water Improvements	\$83,023.80	\$74,721.42	\$0.00	\$8,302.38	\$74,721.42
Spine Road Drainage & Surface Water Management	\$179,367.14	\$161,430.43	\$0.00	\$17,936.71	\$161,430.43
Spine Road Roadway Improvements	\$228,404.37	\$57,214.08	\$148,349.85	\$22,840.44	\$57,214.08
Spine Road Offsite Clearing & Grading	\$141,413.95	\$49,378.95	\$86,548.45	\$5,486.55	\$49,378.95
Spine Road Offsite Potable Water	\$218,068.80	\$195,445.02	\$907.67	\$21,176.11	\$195,445.02

Spine Road Offsite Reclaim Improvements	\$1,236,454.20	\$799,343.91	\$348,294.30	\$88,815.99	\$799,343.91
Spine Road Offsite Roadway Improvements	\$649,585.73	\$0.00	\$584,627.16	\$64,958.57	\$0.00
TOTALS:	\$13,207,950.14	\$9,554,269.14	\$2,504,417.59	\$1,148,723.41	\$7,182,746.31

*Only public Improvements are CDD Eligible

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 28 day of JULY, 2023, by **Atwell, LLC**, having a mailing address 111 North Magnolia Avenue, Suite 1350, Orlando, Florida 32801 ("**Professional**"), in favor of the **Westview South Community Development District ("District")**, which is a local unit of special-purpose government situated in both Polk and Osceola Counties, Florida, and having offices at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain EXHIBIT "A", dated _____ ("**Contract**"), between Professional and Taylor Morrison of Florida, Inc., a Florida corporation, who subsequently assigned the Work Product (herein defined) to LT Westview LLC, a Delaware limited liability company ("**Developer**"), as part of a general assignment of agreements, Professional has created certain work product, as described in **Exhibit A ("Work Product")**; and

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

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

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

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

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

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

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

ATWELL, LLC



By: DAVID GASTEL

Its: DIRECTOR

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28th day of July, 2023, by David Gastel as Director of Atwell, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced as identification.



NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Keisha McKenzie
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

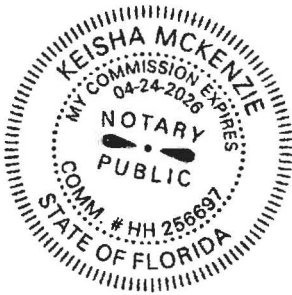


EXHIBIT A
Description of Work Product

Work Product—Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements.

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Atwell, LLC	Pod A, Phase 1A: Design Development, Preliminary Development Plan & Permitting, Construction Plans & Permitting (3 Phases), Plan Modifications 1, Model Home Plan Set and Permitting, Model Home Plan Set and Permitting Addition, SFWMD ERP Modification, Construction Bid Services, Final Plat Support Services, Final Plat Support Services Extension, Construction Phase Engineering Services, Construction Phase Services Extension, Construction Phase Services Addition, CO#5 Construction Phase Services, Construction Certifications (3 Phases), CLOMR-F and LOMR-F, FEMA Additional Services, FEMA Letter of Map Revisions (LOMR), Reimbursable Expenses	Billing Summary	\$436,697.59	\$222,179.04	\$214,518.55
Atwell, LLC	Spine Road: Design Development, Final Design, Plan Modification, Plan Modification Additional, Plan Modification 2, Earthwork Analysis, Construction Bid Services, Final Plat Support Services, Construction Phase Engineering Services, Construction Phase Services Extension, Construction Certifications, Meetings/Coordination, Dewatering Coordination, Reimbursable Expenses	Billing Summary	\$227,771.07	\$0.00	\$227,771.07

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 31st day of July, 2023, by **Bio-Tech Consulting Inc.**, having a mailing address of 3025 East South Street, Orlando, Florida 32803 ("Professional"), in favor of the **Westview South Community Development District** ("District"), which is a local unit of special-purpose government situated in both Polk and Osceola Counties, Florida, and having offices at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain _____, dated _____ ("Contract"), between Professional and Taylor Morrison of Florida, Inc., a Florida corporation, who subsequently assigned the Work Product (herein defined) to LT Westview LLC, a Delaware limited liability company ("**Developer**"), as part of a general assignment of agreements, Professional has created certain work product, as described in **Exhibit A ("Work Product")**; and

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

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

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

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

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

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

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

BIO-TECH CONSULTING INC.

Mark Ausley
By: Mark Ausley
Its: Director, BTC

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 31st day of July, 2023, by Mark Ausley as Director of Bio-Tech Consulting and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Melissa Lytle
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

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



EXHIBIT A
Description of Work Product

Work Product—Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements.

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	169004	\$725.00	\$0.00	\$725.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	169534	\$1,595.00	\$0.00	\$1,595.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170006	\$3,872.50	\$0.00	\$3,872.50
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170007	\$3,400.00	\$0.00	\$3,400.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170499	\$9,985.00	\$0.00	\$9,985.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170952	\$7,597.50	\$0.00	\$7,597.50
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	167443	\$14,635.00	\$0.00	\$14,635.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	171923	\$2,275.00	\$0.00	\$2,275.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	167999	\$1,100.00	\$0.00	\$1,100.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	168587	\$5,040.00	\$0.00	\$5,040.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	166916	\$6,995.00	\$0.00	\$6,995.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	165922	\$13,045.00	\$0.00	\$13,045.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	166344	\$3,695.00	\$0.00	\$3,695.00

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made the 27 day of July, 2023, by **Bonnett Design Group LLC**, having a mailing address 400 South Orlando Avenue, Suite 201, Maitland, Florida 32751 (“**Professional**”), in favor of the **Westview South Community Development District** (“**District**”), which is a local unit of special-purpose government situated in both Polk and Osceola Counties, Florida, and having offices at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain LANDSCAPE DESIGN UNLC dated 1/31/2022 (“**Contract**”), between Professional and Taylor Morrison of Florida, Inc., a Florida corporation, who subsequently assigned the Work Product (herein defined) to LT Westview LLC, a Delaware limited liability company (“**Developer**”), as part of a general assignment of agreements, Professional has created certain work product, as described in **Exhibit A** (“**Work Product**”); and

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

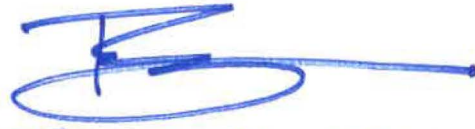
WHEREAS, Professional has agreed to the release of any such restrictions.

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

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

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

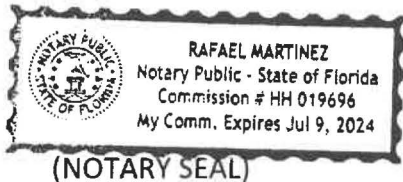
BONNETT DESIGN GROUP, LLC



By: Todd W. Bonnett
Its: Principal.

STATE OF Florida
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27 day of July, 2023, by Todd Bonnett as Principal of Bonnett Design Group, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced FLDL as identification.



NOTARY PUBLIC, STATE OF Florida

Name: Rafael Martinez
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A
Description of Work Product

Work Product—Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements.

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Bonnett Design Group ,LLC	Other Consultants	3237	\$8,125.00	\$1,625.00	\$6,500.00
Bonnett Design Group ,LLC	Other Consultants	3312	\$8,125.00	\$ 1,625.00	\$6,500.00
Bonnett Design Group ,LLC	Other Consultants	3476	\$7,625.00	\$ 1,525.00	\$6,100.00
Bonnett Design Group ,LLC	Other Consultants	3476	\$3,125.00	\$625.00	\$2,500.00
Bonnett Design Group ,LLC	Other Consultants	3536	\$4,125.00	\$825.00	\$3,300.00
Bonnett Design Group ,LLC	Other Consultants	3176	\$4,000.00	\$800.00	\$3,200.00
Bonnett Design Group ,LLC	Other Consultants	3110	\$6,375.00	\$ 1,275.00	\$5,100.00
Bonnett Design Group ,LLC	Other Consultants	3211	\$11,875.00	\$ 2,375.00	\$9,500.00

**DISTRICT ENGINEER'S CERTIFICATE
[POD A, PHASE 1A IMPROVEMENTS, CYPRESS BAY PARKWAY
IMPROVEMENTS & WORK PRODUCT]**

July 28, 2023

Board of Supervisors
Westview South Community Development District

Re: Acquisition of Improvements and Work Product

Ladies and Gentlemen:

The undersigned is a representative of Atwell, LLC ("**District Engineer**"), as District Engineer for the Westview South Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from LT Westview, LLC, ("**Developer**") as to certain public "**Improvements**" and "**Work Product**" as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report (Restated)*, dated May 31, 2023, as supplemented by the *First Supplemental Engineer's Report (2023 Projects)*, dated May 31, 2023 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. I am not aware of any defects in the Improvements or Work Product.
4. The total costs associated with the Improvements and Work Product are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
5. Based on the foregoing, it is appropriate at this time for the District to acquire the Improvements and Work Product.

ATWELL, LLC



SANTIAGO MACHADO, P.E.

Florida Registration No. 62992

District Engineer

EXHIBIT A

Description of Pod A, Phase 1A Improvements, Cypress Parkway Improvements & Work Product

Pod A, Phase 1A Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Tract LS-1 (Lift Station), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), and Tract A-4 (Osceola County Right-of-Way), each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Wetland W-1, Wetland W-2, and Wetland W-3 (Wetland Preserved Area), Wetland W-4 (Wetland Easement/Conservation Area), Tracts P-100, P-110, P-120, P-130, P-140, and P-200 (Storm Water Pond), all “Drainage Easement(s),” and all “Drainage and Fence Easement,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Future Development Drainage & Surface Water Management – Mass grading and pond excavation related to drainage and surface water management systems (i.e., public improvements only) located within Tracts FD-1, FD-2 and FD-3 (Future Development), as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Cypress Parkway Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Work Product—Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced Improvements.

[CONTINUED ON FOLLOWING PAGE]

COST OF IMPROVEMENTS					
Description	Total Contract Amount	Paid to Date (Contractor to Developer)	Balance Owed	Retainage	CDD Eligible Items Amount
Pod A, Phase 1A General Mobilization, Grading, Sodding & Excavation*	\$4,572,618.88	\$3,829,037.25	\$318,133.05	\$425,448.58	\$1,925,576.37
Pod A, Phase 1A Wastewater Improvements	\$1,445,871.33	\$956,449.87	\$383,149.26	\$106,272.20	\$956,449.87
Pod A, Phase 1A Potable Water Improvements	\$603,797.00	\$543,262.27	\$172.26	\$60,362.47	\$543,262.27
Pod A, Phase 1A Reclaimed Water Improvements	\$264,829.13	\$226,324.40	\$13,357.57	\$25,147.16	\$226,324.40
Pod A, Phase 1A Drainage & Surface Water Management*	\$861,646.40	\$775,481.40	\$0.00	\$86,165.00	\$574,087.91
Pod A, Phase 1A PUBLIC Roadway Improvements	\$960,098.68	\$842,449.58	\$24,043.59	\$93,605.51	\$530,645.09
Cypress Parkway Clearing & Grading	\$99,797.69	\$25,709.40	\$71,231.69	\$2,856.60	\$25,709.40
Cypress Parkway Wastewater Improvements	\$84,440.90	\$75,947.04	\$55.30	\$8,438.56	\$75,947.04
Cypress Parkway Potable Water Improvements	\$128,757.00	\$115,814.90	\$73.78	\$12,868.32	\$115,814.90
Cypress Parkway Roadway Improvements	\$797,913.84	\$372,400.83	\$384,135.14	\$41,377.87	\$372,400.83
Cypress Parkway Drainage & Surface Water Management	\$62,360.86	\$0.00	\$56,124.78	\$6,236.08	\$0.00
Spine Road General Mobilization, Grading, Sodding & Excavation	\$504,636.64	\$422,635.18	\$35,042.00	\$46,959.46	\$422,635.18
Spine Road Potable Water Improvements	\$84,863.80	\$76,359.24	\$20.20	\$8,484.36	\$76,359.24
Spine Road Reclaimed Water Improvements	\$83,023.80	\$74,721.42	\$0.00	\$8,302.38	\$74,721.42
Spine Road Drainage & Surface Water Management	\$179,367.14	\$161,430.43	\$0.00	\$17,936.71	\$161,430.43
Spine Road Roadway Improvements	\$228,404.37	\$57,214.08	\$148,349.85	\$22,840.44	\$57,214.08
Spine Road Offsite Clearing & Grading	\$141,413.95	\$49,378.95	\$86,548.45	\$5,486.55	\$49,378.95
Spine Road Offsite Potable Water	\$218,068.80	\$195,445.02	\$907.67	\$21,176.11	\$195,445.02

Spine Road Offsite Reclaim Improvements	\$1,236,454.20	\$799,343.91	\$348,294.30	\$88,815.99	\$799,343.91
Spine Road Offsite Roadway Improvements	\$649,585.73	\$0.00	\$584,627.16	\$64,958.57	\$0.00
TOTALS:	\$13,207,950.14	\$9,599,405.17	\$2,454,266.05	\$1,153,738.92	\$7,182,746.31

*Only public improvements are CDD Eligible

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Atwell, LLC	Pod A, Phase 1A: Design Development, Preliminary Development Plan & Permitting, Construction Plans & Permitting (3 Phases), Plan Modifications 1, Model Home Plan Set and Permitting, Model Home Plan Set and Permitting Addition, SFWMD ERP Modification, Construction Bid Services, Final Plat Support Services, Final Plat Support Services Extension, Construction Phase Engineering Services, Construction Phase Services Extension, Construction Phase Services Addition, CO#5 Construction Phase Services, Construction Certifications (3 Phases), CLOMR-F and LOMR-F, FEMA Additional Services, FEMA Letter of Map Revisions (LOMR), Reimbursable Expenses	Billing Summary	\$436,697.59	\$222,179.04	\$214,518.55
Atwell, LLC	Spine Road: Design Development, Final Design, Plan Modification, Plan Modification Additional, Plan Modification 2, Earthwork Analysis, Construction Bid Services, Final Plat Support Services, Construction Phase Engineering Services, Construction Phase Services Extension, Construction Certifications, Meetings/Coordination, Dewatering Coordination, Reimbursable Expenses	Billing Summary	\$227,771.07	\$0.00	\$227,771.07
B.O.C.C Polk County	Fees & Permits	N1PH1A Permit	\$305.00	\$76.25	\$228.75
B.O.C.C Polk County	Fees & Permits - 75% Public Improvements	N1PH1A Plat	\$1,648.00	\$412.00	\$1,236.00
B.O.C.C. Osceola County	Fees & Permits	A Spine Rd Insp Fee	\$30,279.00	\$0.00	\$30,279.00

COST OF WORK PRODUCT

Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	169004	\$725.00	\$0.00	\$725.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	169534	\$1,595.00	\$0.00	\$1,595.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170006	\$3,872.50	\$0.00	\$3,872.50
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170007	\$3,400.00	\$0.00	\$3,400.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170499	\$9,985.00	\$0.00	\$9,985.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170952	\$7,597.50	\$0.00	\$7,597.50
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	167443	\$14,635.00	\$0.00	\$14,635.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	171923	\$2,275.00	\$0.00	\$2,275.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	167999	\$1,100.00	\$0.00	\$1,100.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	168587	\$5,040.00	\$0.00	\$5,040.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	166916	\$6,995.00	\$0.00	\$6,995.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	165922	\$13,045.00	\$0.00	\$13,045.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	166344	\$3,695.00	\$0.00	\$3,695.00
Bonnett Design Group ,LLC	Other Consultants	3237	\$8,125.00	\$1,625.00	\$6,500.00
Bonnett Design Group ,LLC	Other Consultants	3312	\$8,125.00	\$ 1,625.00	\$6,500.00
Bonnett Design Group ,LLC	Other Consultants	3476	\$7,625.00	\$ 1,525.00	\$6,100.00
Bonnett Design Group ,LLC	Other Consultants	3476	\$3,125.00	\$625.00	\$2,500.00
Bonnett Design Group ,LLC	Other Consultants	3536	\$4,125.00	\$825.00	\$3,300.00
Bonnett Design Group ,LLC	Other Consultants	3176	\$4,000.00	\$800.00	\$3,200.00
Bonnett Design Group ,LLC	Other Consultants	3110	\$6,375.00	\$ 1,275.00	\$5,100.00
Bonnett Design Group ,LLC	Other Consultants	3211	\$11,875.00	\$ 2,375.00	\$9,500.00
Geopoint Surveying, Inc.	Surveying	70365	\$500.00	\$200.00	\$300.00
Geopoint Surveying, Inc.	Surveying	71244	\$760.00	\$304.00	\$456.00
Geopoint Surveying, Inc.	Surveying	76473-27	\$3,575.00	\$ 1,430.00	\$2,145.00
Geopoint Surveying, Inc.	Surveying	76473-27	\$6,362.50	\$0.00	\$6,362.50
Geopoint Surveying, Inc.	Surveying	72861	\$250.00	\$100.00	\$150.00
Geopoint Surveying, Inc.	Surveying	72861	\$800.00	\$0.00	\$800.00
Geopoint Surveying, Inc.	Surveying	73987	\$1,200.00	\$480.00	\$720.00

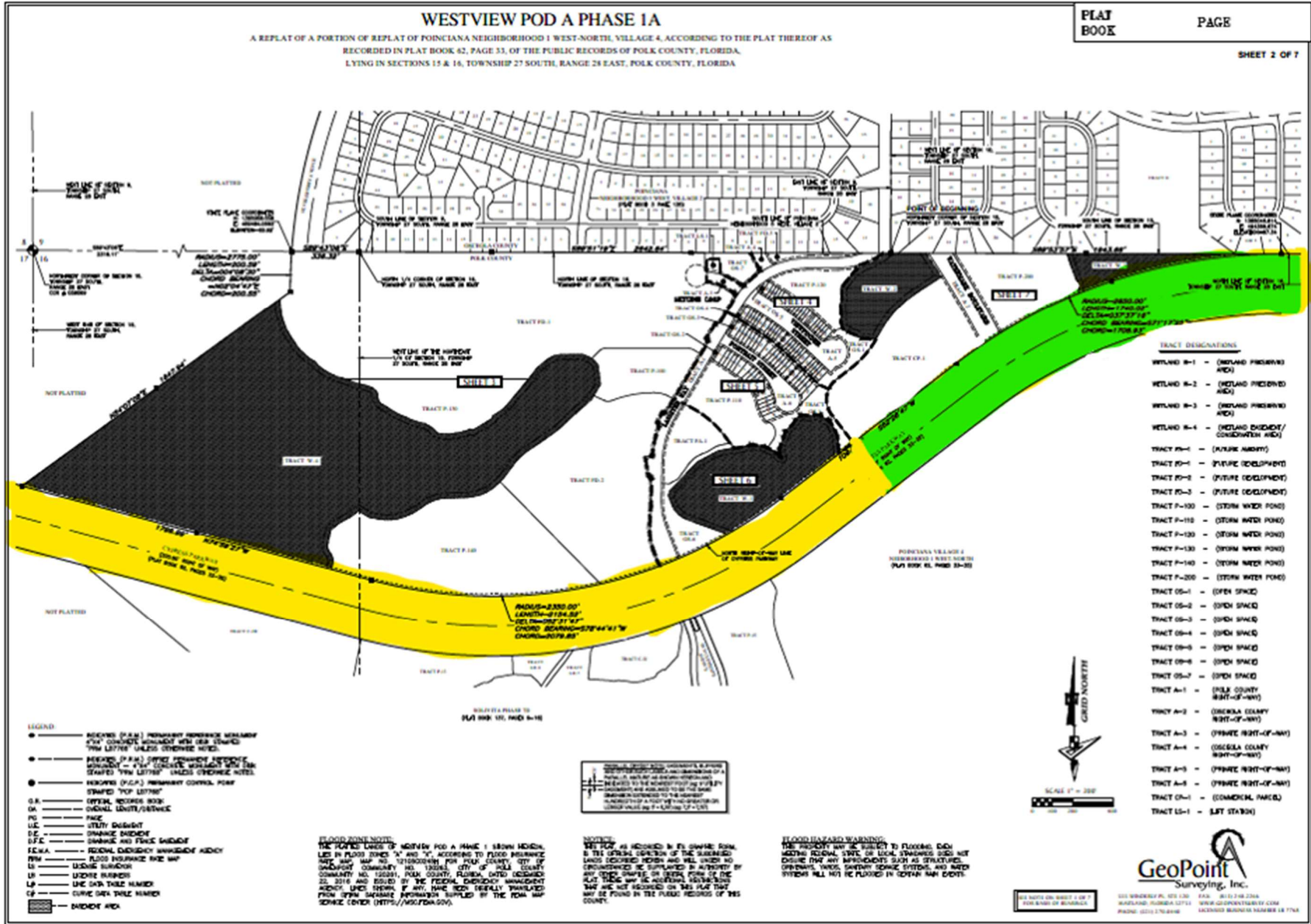
COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Geopoint Surveying, Inc.	Surveying	77052-28	\$5,337.50	\$0.00	\$5,337.50
Geopoint Surveying, Inc.	Surveying	69779	\$260.00	\$104.00	\$156.00
Geopoint Surveying, Inc.	Surveying	68094	\$3,050.00	\$1,220.00	\$1,830.00
Geopoint Surveying, Inc.	Surveying	68567	\$1,760.00	\$704.00	\$1,056.00
Geopoint Surveying, Inc.	Surveying	69456	\$500.00	\$200.00	\$300.00
Geopoint Surveying, Inc.	Surveying	69454	\$1,200.00	\$0.00	\$1,200.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4192	\$1,115.00	\$0.00	\$1,115.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4117	\$3,580.00	\$0.00	\$3,580.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4150	\$5,620.00	\$0.00	\$5,620.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4062	\$11,940.00	\$0.00	\$11,940.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4279	\$2,895.00	\$0.00	\$2,895.00
Polk County Clerk of Courts	Fees & Permits	NBHD 1 Ph1A Plat	\$120.00	\$30.00	\$90.00
RVI, Inc.	Engineering	0722015	\$490.00	\$0.00	\$490.00
RVI, Inc.	Engineering	1122031	\$95.00	\$0.00	\$95.00
RVI, Inc.	Engineering	0423052	\$255.00	\$0.00	\$255.00
RVI, Inc.	Other Consultants	0522112	\$285.00	\$0.00	\$285.00
RVI, Inc.	Other Consultants	0422337	\$2,375.00	\$0.00	\$2,375.00
RVI, Inc.	Other Consultants	0322232	\$3,550.00	\$0.00	\$3,550.00
RVI, Inc.	Other Consultants	0422015	\$435.00	\$0.00	\$435.00
South Florida Water Mgt District	Fees & Permits	CKREQ POD A ERP	\$2,100.00	\$0.00	\$2,100.00
State of Florida Department of Environmental Protection	Fees & Permits	POD A POT Permit	\$650.00	\$0.00	\$650.00
State of Florida Department of Environmental Protection	Fees & Permits	POD A DW 4.03.23	\$500.00	\$0.00	\$500.00

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Tohopekaliga Water Authority	Fees & Permits	TOHO CK REQ 110722	\$8,700.00	\$0.00	\$8,700.00
Universal Engineering Sciences, Inc.	Engineer - Soils/GeoTech/Mater	00670457	\$295.00	\$0.00	\$295.00
Water Science Associates, Inc.	Other Consultants	3622-02-01	\$2,000.00	\$0.00	\$2,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-04	\$4,000.00	\$0.00	\$4,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-05	\$1,000.00	\$0.00	\$1,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-06	\$500.00	\$0.00	\$500.00
Water Science Associates, Inc.	Other Consultants	3621-03-08	\$500.00	\$0.00	\$500.00
Water Science Associates, Inc.	Other Consultants	3622-02-03	\$2,500.00	\$0.00	\$2,500.00
Water Science Associates, Inc.	Other Consultants	3622-02-04	\$1,500.00	\$0.00	\$1,500.00
Water Science Associates, Inc.	Other Consultants	3622-02-05	\$500.00	\$0.00	\$500.00
		TOTALS:	\$907,090.66	\$238,114.29	\$668,976.37

TOTAL COST OF IMPROVEMENTS & WORK PRODUCT: \$7,851,722.68

EXHIBIT B LOCATION OF CYPRESS PARKWAY IMPROVEMENTS

■ = OFFSITE IMPROVEMENTS IDENTIFIED IN POD A, PHASE 1A CONTRACT; ■ = OFFSITE IMPROVEMENTS IDENTIFIED IN SPINE ROAD CONTRACT



BILL OF SALE AND LIMITED ASSIGNMENT
[POD A, PHASE 1A IMPROVEMENTS, CYPRESS PARKWAY
IMPROVEMENTS & WORK PRODUCT]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 27 day of July, 2023, by and between **LT WESTVIEW, LLC**, a Delaware limited liability company, with an address of 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 (“**Grantor**”), and for good and valuable consideration, to it paid by the **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

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

a) All of the improvements and work product identified in **Exhibit A**; and

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

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

3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an “as is” basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent

or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

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

[CONTINUED ON FOLLOWING PAGE]

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

Signed, sealed and delivered by:

WITNESSES

LT WESTVIEW, LLC, a Delaware limited liability company

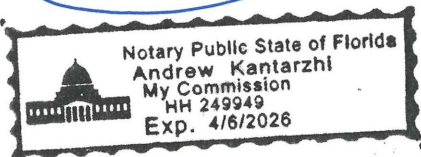
By: Cindy Cerbone
Name: Cindy Cerbone

Josh Kalin
Name: Josh Kalin
Title: Authorized Agent

By: Heather Isaacs
Name: Heather Isaacs

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27 day of July, 2023, by Josh Kalin as Authorized Agent of LT Westview, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Andrew Kantarzhi
NOTARY PUBLIC, STATE OF Florida

Name: Andrew Kantarzhi
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Pod A, Phase 1A Improvements, Cypress Parkway Improvements & Work Product

Pod A, Phase 1A Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Tract LS-1 (Lift Station), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), and Tract A-4 (Osceola County Right-of-Way), each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Wetland W-1, Wetland W-2, and Wetland W-3 (Wetland Preserved Area), Wetland W-4 (Wetland Easement/Conservation Area), Tracts P-100, P-110, P-120, P-130, P-140, and P-200 (Storm Water Pond), all “Drainage Easement(s),” and all “Drainage and Fence Easement,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Future Development Drainage & Surface Water Management – Mass grading and pond excavation related to drainage and surface water management systems (i.e., public improvements only) located within Tracts FD-1, FD-2 and FD-3 (Future Development), as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Cypress Parkway Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Cypress Parkway Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within or upon rights-of-way located within those lands as identified in **Exhibit B** attached hereto.

Work Product—Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced Improvements.

[CONTINUED ON FOLLOWING PAGE]

COST OF IMPROVEMENTS					
Description	Total Contract Amount	Paid to Date (Contractor to Developer)	Balance Owed	Retainage	CDD Eligible Items Amount
Pod A, Phase 1A General Mobilization, Grading, Sodding & Excavation*	\$4,572,618.88	\$3,829,037.25	\$318,133.05	\$425,448.58	\$1,925,576.37
Pod A, Phase 1A Wastewater Improvements	\$1,445,871.33	\$956,449.87	\$383,149.26	\$106,272.20	\$956,449.87
Pod A, Phase 1A Potable Water Improvements	\$603,797.00	\$543,262.27	\$172.26	\$60,362.47	\$543,262.27
Pod A, Phase 1A Reclaimed Water Improvements	\$264,829.13	\$226,324.40	\$13,357.57	\$25,147.16	\$226,324.40
Pod A, Phase 1A Drainage & Surface Water Management*	\$861,646.40	\$775,481.40	\$0.00	\$86,165.00	\$574,087.91
Pod A, Phase 1A PUBLIC Roadway Improvements	\$960,098.68	\$842,449.58	\$24,043.59	\$93,605.51	\$530,645.09
Cypress Parkway Clearing & Grading	\$99,797.69	\$25,709.40	\$71,231.69	\$2,856.60	\$25,709.40
Cypress Parkway Wastewater Improvements	\$84,440.90	\$75,947.04	\$55.30	\$8,438.56	\$75,947.04
Cypress Parkway Potable Water Improvements	\$128,757.00	\$115,814.90	\$73.78	\$12,868.32	\$115,814.90
Cypress Parkway Roadway Improvements	\$797,913.84	\$372,400.83	\$384,135.14	\$41,377.87	\$372,400.83
Cypress Parkway Drainage & Surface Water Management	\$62,360.86	\$0.00	\$56,124.78	\$6,236.08	\$0.00
Spine Road General Mobilization, Grading, Sodding & Excavation	\$504,636.64	\$422,635.18	\$35,042.00	\$46,959.46	\$422,635.18
Spine Road Potable Water Improvements	\$84,863.80	\$76,359.24	\$20.20	\$8,484.36	\$76,359.24
Spine Road Reclaimed Water Improvements	\$83,023.80	\$74,721.42	\$0.00	\$8,302.38	\$74,721.42
Spine Road Drainage & Surface Water Management	\$179,367.14	\$161,430.43	\$0.00	\$17,936.71	\$161,430.43
Spine Road Roadway Improvements	\$228,404.37	\$57,214.08	\$148,349.85	\$22,840.44	\$57,214.08
Spine Road Offsite Clearing & Grading	\$141,413.95	\$49,378.95	\$86,548.45	\$5,486.55	\$49,378.95
Spine Road Offsite Potable Water	\$218,068.80	\$195,445.02	\$907.67	\$21,176.11	\$195,445.02

Spine Road Offsite Reclaim Improvements	\$1,236,454.20	\$799,343.91	\$348,294.30	\$88,815.99	\$799,343.91
Spine Road Offsite Roadway Improvements	\$649,585.73	\$0.00	\$584,627.16	\$64,958.57	\$0.00
TOTALS:	\$13,207,950.14	\$9,599,405.17	\$2,454,266.05	\$1,153,738.92	\$7,182,746.31

*Only public improvements are CDD Eligible

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Atwell, LLC	Pod A, Phase 1A: Design Development, Preliminary Development Plan & Permitting, Construction Plans & Permitting (3 Phases), Plan Modifications 1, Model Home Plan Set and Permitting, Model Home Plan Set and Permitting Addition, SFWMD ERP Modification, Construction Bid Services, Final Plat Support Services, Final Plat Support Services Extension, Construction Phase Engineering Services, Construction Phase Services Extension, Construction Phase Services Addition, CO#5 Construction Phase Services, Construction Certifications (3 Phases), CLOMR-F and LOMR-F, FEMA Additional Services, FEMA Letter of Map Revisions (LOMR), Reimbursable Expenses	Billing Summary	\$436,697.59	\$222,179.04	\$214,518.55
Atwell, LLC	Spine Road: Design Development, Final Design, Plan Modification, Plan Modification Additional, Plan Modification 2, Earthwork Analysis, Construction Bid Services, Final Plat Support Services, Construction Phase Engineering Services, Construction Phase Services Extension, Construction Certifications, Meetings/Coordination, Dewatering Coordination, Reimbursable Expenses	Billing Summary	\$227,771.07	\$0.00	\$227,771.07
B.O.C.C Polk County	Fees & Permits	N1PH1A Permit	\$305.00	\$76.25	\$228.75
B.O.C.C Polk County	Fees & Permits - 75% Public Improvements	N1PH1A Plat	\$1,648.00	\$412.00	\$1,236.00
B.O.C.C. Osceola County	Fees & Permits	A Spine Rd Insp Fee	\$30,279.00	\$0.00	\$30,279.00

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	169004	\$725.00	\$0.00	\$725.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	169534	\$1,595.00	\$0.00	\$1,595.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170006	\$3,872.50	\$0.00	\$3,872.50
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170007	\$3,400.00	\$0.00	\$3,400.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170499	\$9,985.00	\$0.00	\$9,985.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	170952	\$7,597.50	\$0.00	\$7,597.50
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	167443	\$14,635.00	\$0.00	\$14,635.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	171923	\$2,275.00	\$0.00	\$2,275.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	167999	\$1,100.00	\$0.00	\$1,100.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	168587	\$5,040.00	\$0.00	\$5,040.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	166916	\$6,995.00	\$0.00	\$6,995.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	165922	\$13,045.00	\$0.00	\$13,045.00
Bio-Tech Consulting, Inc.	Environmental Assessment Info.	166344	\$3,695.00	\$0.00	\$3,695.00
Bonnett Design Group ,LLC	Other Consultants	3237	\$8,125.00	\$1,625.00	\$6,500.00
Bonnett Design Group ,LLC	Other Consultants	3312	\$8,125.00	\$ 1,625.00	\$6,500.00
Bonnett Design Group ,LLC	Other Consultants	3476	\$7,625.00	\$ 1,525.00	\$6,100.00
Bonnett Design Group ,LLC	Other Consultants	3476	\$3,125.00	\$625.00	\$2,500.00
Bonnett Design Group ,LLC	Other Consultants	3536	\$4,125.00	\$825.00	\$3,300.00
Bonnett Design Group ,LLC	Other Consultants	3176	\$4,000.00	\$800.00	\$3,200.00
Bonnett Design Group ,LLC	Other Consultants	3110	\$6,375.00	\$ 1,275.00	\$5,100.00
Bonnett Design Group ,LLC	Other Consultants	3211	\$11,875.00	\$ 2,375.00	\$9,500.00
Geopoint Surveying, Inc.	Surveying	70365	\$500.00	\$200.00	\$300.00
Geopoint Surveying, Inc.	Surveying	71244	\$760.00	\$304.00	\$456.00
Geopoint Surveying, Inc.	Surveying	76473-27	\$3,575.00	\$ 1,430.00	\$2,145.00
Geopoint Surveying, Inc.	Surveying	76473-27	\$6,362.50	\$0.00	\$6,362.50
Geopoint Surveying, Inc.	Surveying	72861	\$250.00	\$100.00	\$150.00
Geopoint Surveying, Inc.	Surveying	72861	\$800.00	\$0.00	\$800.00
Geopoint Surveying, Inc.	Surveying	73987	\$1,200.00	\$480.00	\$720.00

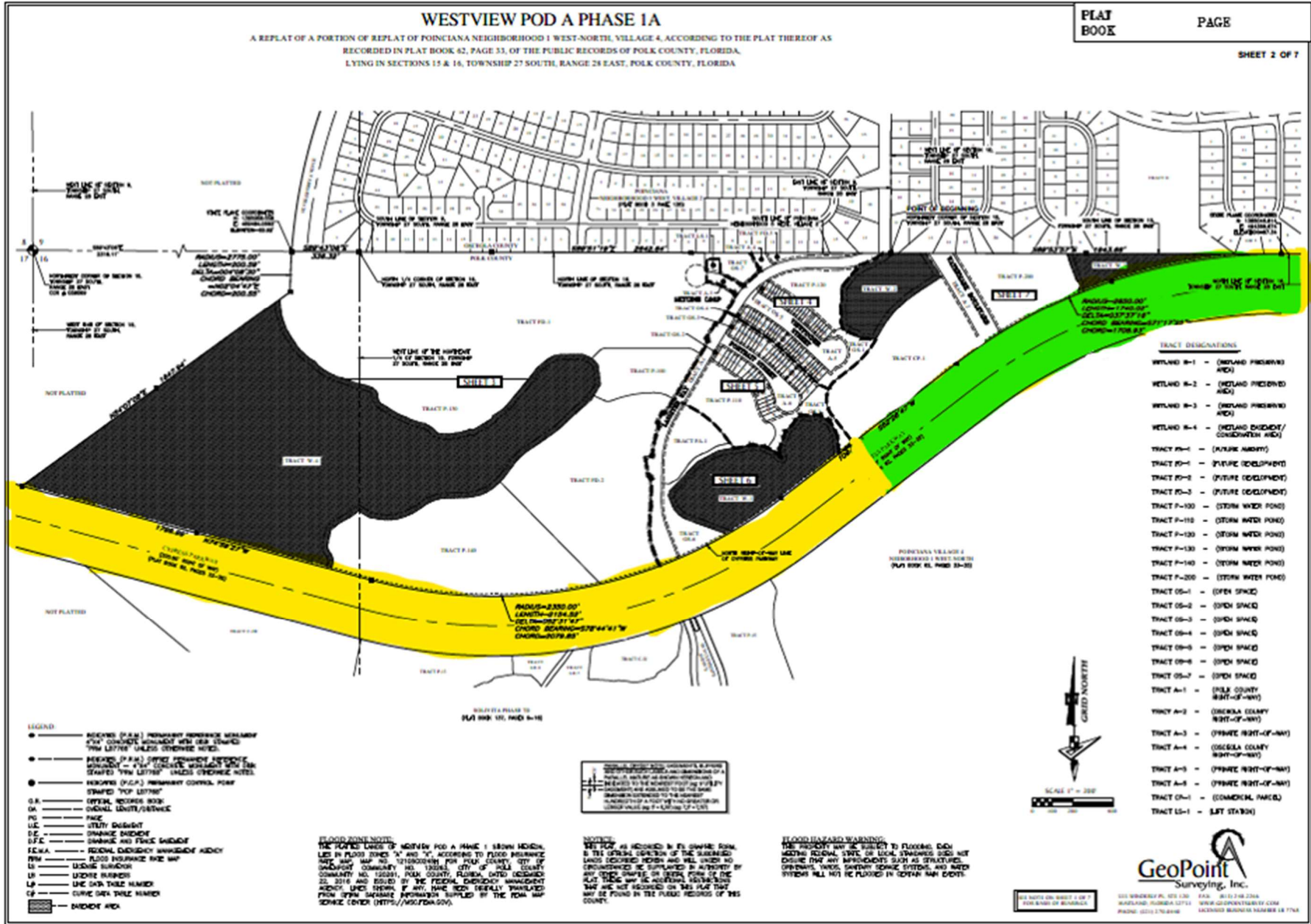
COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Geopoint Surveying, Inc.	Surveying	77052-28	\$5,337.50	\$0.00	\$5,337.50
Geopoint Surveying, Inc.	Surveying	69779	\$260.00	\$104.00	\$156.00
Geopoint Surveying, Inc.	Surveying	68094	\$3,050.00	\$1,220.00	\$1,830.00
Geopoint Surveying, Inc.	Surveying	68567	\$1,760.00	\$704.00	\$1,056.00
Geopoint Surveying, Inc.	Surveying	69456	\$500.00	\$200.00	\$300.00
Geopoint Surveying, Inc.	Surveying	69454	\$1,200.00	\$0.00	\$1,200.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4192	\$1,115.00	\$0.00	\$1,115.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4117	\$3,580.00	\$0.00	\$3,580.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4150	\$5,620.00	\$0.00	\$5,620.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4062	\$11,940.00	\$0.00	\$11,940.00
Luke Transportation Engineering Consultants, Inc.	Other Consultants	4279	\$2,895.00	\$0.00	\$2,895.00
Polk County Clerk of Courts	Fees & Permits	NBHD 1 Ph1A Plat	\$120.00	\$30.00	\$90.00
RVI, Inc.	Engineering	0722015	\$490.00	\$0.00	\$490.00
RVI, Inc.	Engineering	1122031	\$95.00	\$0.00	\$95.00
RVI, Inc.	Engineering	0423052	\$255.00	\$0.00	\$255.00
RVI, Inc.	Other Consultants	0522112	\$285.00	\$0.00	\$285.00
RVI, Inc.	Other Consultants	0422337	\$2,375.00	\$0.00	\$2,375.00
RVI, Inc.	Other Consultants	0322232	\$3,550.00	\$0.00	\$3,550.00
RVI, Inc.	Other Consultants	0422015	\$435.00	\$0.00	\$435.00
South Florida Water Mgt District	Fees & Permits	CKREQ POD A ERP	\$2,100.00	\$0.00	\$2,100.00
State of Florida Department of Environmental Protection	Fees & Permits	POD A POT Permit	\$650.00	\$0.00	\$650.00
State of Florida Department of Environmental Protection	Fees & Permits	POD A DW 4.03.23	\$500.00	\$0.00	\$500.00

COST OF WORK PRODUCT					
Company Name	Description	Invoice No.	Total Invoice Amount	Developer Portion	CDD Eligible Portion
Tohopekaliga Water Authority	Fees & Permits	TOHO CK REQ 110722	\$8,700.00	\$0.00	\$8,700.00
Universal Engineering Sciences, Inc.	Engineer - Soils/GeoTech/Mater	00670457	\$295.00	\$0.00	\$295.00
Water Science Associates, Inc.	Other Consultants	3622-02-01	\$2,000.00	\$0.00	\$2,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-04	\$4,000.00	\$0.00	\$4,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-05	\$1,000.00	\$0.00	\$1,000.00
Water Science Associates, Inc.	Other Consultants	3621-03-06	\$500.00	\$0.00	\$500.00
Water Science Associates, Inc.	Other Consultants	3621-03-08	\$500.00	\$0.00	\$500.00
Water Science Associates, Inc.	Other Consultants	3622-02-03	\$2,500.00	\$0.00	\$2,500.00
Water Science Associates, Inc.	Other Consultants	3622-02-04	\$1,500.00	\$0.00	\$1,500.00
Water Science Associates, Inc.	Other Consultants	3622-02-05	\$500.00	\$0.00	\$500.00
		TOTALS:	\$907,090.66	\$238,114.29	\$668,976.37

TOTAL COST OF IMPROVEMENTS & WORK PRODUCT: \$7,851,722.68

EXHIBIT B LOCATION OF CYPRESS PARKWAY IMPROVEMENTS

■ = OFFSITE IMPROVEMENTS IDENTIFIED IN POD A, PHASE 1A CONTRACT; ■ = OFFSITE IMPROVEMENTS IDENTIFIED IN SPINE ROAD CONTRACT



This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the 27th day of July 2023,
by and between:

LT Westview, LLC, a Delaware limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 ("**Grantor**"); and

Westview South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly below ("**Property**"):

Wetland W-1, Wetland W-2, and Wetland W-3 (Wetland Preserved Area), Wetland W-4 (Wetland Easement/Conservation Area), Tracts P-100, P-110, P-120, P-130, and P-140, and P-200 (Storm Water Pond), Westview Pod A Phase 1A, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

LT WESTVIEW, LLC

By: Cindy Cerbone
Name: Cindy Cerbone

By: Josh Kalin
Name: Josh Kalin
Title: Authorized Agent

By: Heather
Name: Heather Isaacs

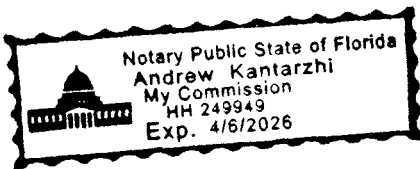
STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of July, 2023, by Josh Kalin, as Authorized Agent of LT Westview, LLC who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Andrew Kantarzhi
NOTARY PUBLIC, STATE OF Florida

Name: Andrew Kantarzhi
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by and
upon recording should be returned to:

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the 7th day of August 2023,
by and between:

LT Westview, LLC, a Delaware limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 ("**Grantor**"); and

Westview South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly below ("**Property**"):

Tract LS-1 (Lift Station), Westview Pod A Phase 1A, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

[CONTINUED ON FOLLOWING PAGE]

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

LT WESTVIEW, LLC, a Delaware limited liability company

By: [Signature]
Name: Rethy Mims

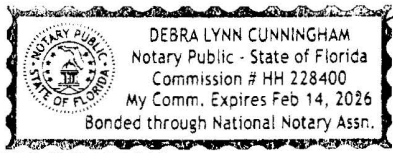
By: TM Westview Member, LLC, its Manager

By: [Signature]
Name: Patrick Wood

By: [Signature]
Name: Josh Kalin
Title: Authorized Agent

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of August, 2023, by Josh Kalin, as Authorized Agent of TM Westview Member, LLC, Manager of LT Westview, LLC, a Delaware limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: Debra Lynn Cunningham
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

INSTR # 2023231994
BK 12857 Pgs 1990-1996 PG(s)7
10/03/2023 12:48:24 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 61.00
DEED DOC 0.70

This instrument was prepared by:

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

**EASEMENT AGREEMENT
[WESTVIEW POD A PHASE 1A]**

THIS EASEMENT AGREEMENT is made and entered into this 7th day of September, 2023, by and among:

LT Westview, LLC, a Delaware limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 ("**Developer**"); and

Townhomes at Westview Homeowners Association, Inc., a Florida non-for-profit corporation, and whose mailing address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 ("**Association**"); and

Westview South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, by virtue of those certain plats identified as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida, among other documents, Developer has dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plat; and

WHEREAS, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

NOW THEREFORE, for good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within **Skyline Loop (Tract A-3), Viewfinder Street (Tract A-5), Portrait Street (Tract A-6), and all drainage easement areas including those labeled “Drainage and Access Easements” as identified on the plat entitled, Westview Pod A Phase 1A, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida; and**

3. **Inconsistent Use.** Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’

fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

9. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

10. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. Public Records. Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. Severability. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

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

16. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

17. **Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESS

LT WESTVIEW, LLC, a Delaware limited liability company

By: TM Westview Member, LLC, its Manager

By: [Signature]
Name: Debra Cunningham
Address: 2600 Lake Lucien Dr. #350

By: [Signature]
Name: Josh Kalin
Title: Authorized Agent

By: [Signature]
Name: John A Wright
Address: 2600 Lake Lucien Dr. #350
Maitland, FL 32751

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of Sept., 2023, by Josh Kalin, as Authorized Agent of TM Westview Member, LLC, Manager of LT Westview, LLC, a Delaware limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

NORA J. SCHUSTER
Notary Public
State of Florida
Comm# HH167023
Expires 9/4/2025

[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: NORA J. Schuster
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

TOWNHOMES AT WESTVIEW HOMEOWNERS ASSOCIATION, INC.

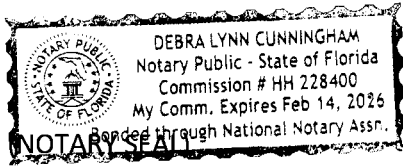
By: [Signature]
Name: Josh Kalin
Address: 2600 Lake Lucien Dr.
Suite 350
Maitland, FL 32751

By: [Signature]
Name: NORA Schuster
Title: HOA president

By: [Signature]
Name: John A Wright
Address: 2600 Lake Lucien Dr. #350

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of September, 2023, by Nora Schuster as HOA President of Townhomes at Westview Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: Debra Lynn Cunningham
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

WITNESSES

WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
Name: John H Wright
Address: 2600 Lake Lucien Dr. #350

By: [Signature]
Name: Josh Kalin
Title: Chair

By: [Signature]
Name: JEFF STALDER
Address: 2600 Lake Lucien Dr. #350

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of September, 2023, by Joshua Kalin as Chair of the Westview South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NORA J. SCHUSTER
Notary Public
State of Florida
Comm# HH167023
Expires 9/4/2025

[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: NORA J. Schuster
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

BILL OF SALE
[WESTVIEW POD A PHASE 1A ROADWAY IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **OSCEOLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

Pod A, Phase 1A Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way designated as Tract A-2 (Osceola County Right-of-Way), and Tract A-4 (Osceola County Right-of-Way), each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

All on the property situate, lying and being in the County of Osceola, State of Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above-described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons claiming by, through or under the Grantor.

[CONTINUED ON NEXT PAGE]

BILL OF SALE
[WESTVIEW POD A, PHASE 1A ROADWAY IMPROVEMENTS]
SIGNATURE PAGE

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 7th day of September, 2023.

WITNESSES

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

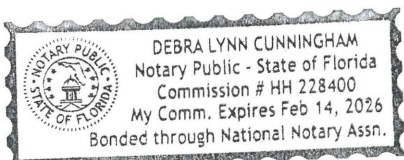
By: [Signature]
Name: Heather Isaacs
Address: 2600 Lake Lucien Dr. #350

[Signature]
Name: Josh Kalin
Title: Chair

By: [Signature]
Name: John Asa
Address: 2600 Lake Lucien Dr. #350

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of September, 2023, by Josh Kalin as Chairperson of Westview South Community Development District, who is personally known to me or has produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: Debra Lynn Cunningham
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

WHEREFORE, the County and Seller have executed this Bill of Sale as of this _____ day of _____, 2023.

OSCEOLA COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
County Administrator

STATE OF: Florida
COUNTY OF: Osceola

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ (County Administrator) for and on behalf of the Osceola County Board of County Commissioners _____ who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC Signature

Printed Name

BILL OF SALE
[WESTVIEW POD A PHASE 1A ROADWAY IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **POLK COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

Pod A, Phase 1A Roadway Improvements - All public roads, pavement, curbing and other physical improvements within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Cypress Parkway Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way located within those lands as identified in Exhibit A attached hereto.

All on the property situate, lying and being in the County of Polk, State of Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above-described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons claiming by, through or under the Grantor.

[CONTINUED ON NEXT PAGE]

BILL OF SALE
[WESTVIEW POD A, PHASE 1A ROADWAY IMPROVEMENTS]
SIGNATURE PAGE

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 7th day of September, 2023.

WITNESSES

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

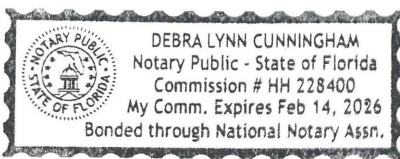
By: [Signature]
Name: Heather Isaacs
Address: 2600 Lake Lucien Dr. #350

[Signature]
Name: Josh Kalin
Title: Chair

By: [Signature]
Name: John A Wright
Address: 2600 Lake Lucien Dr. #350

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of September, 2023, by Josh Kalin as Chairperson of Westview South Community Development District, who is personally known to me or has produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: Debra Lynn Cunningham
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

WHEREFORE, the County and Seller have executed this Bill of Sale as of this _____ day of _____, 2023.

**POLK COUNTY, a political
subdivision of the State of Florida**

By: Board of County Commissioners

By: _____
County Administrator

STATE OF: Florida
COUNTY OF: Polk

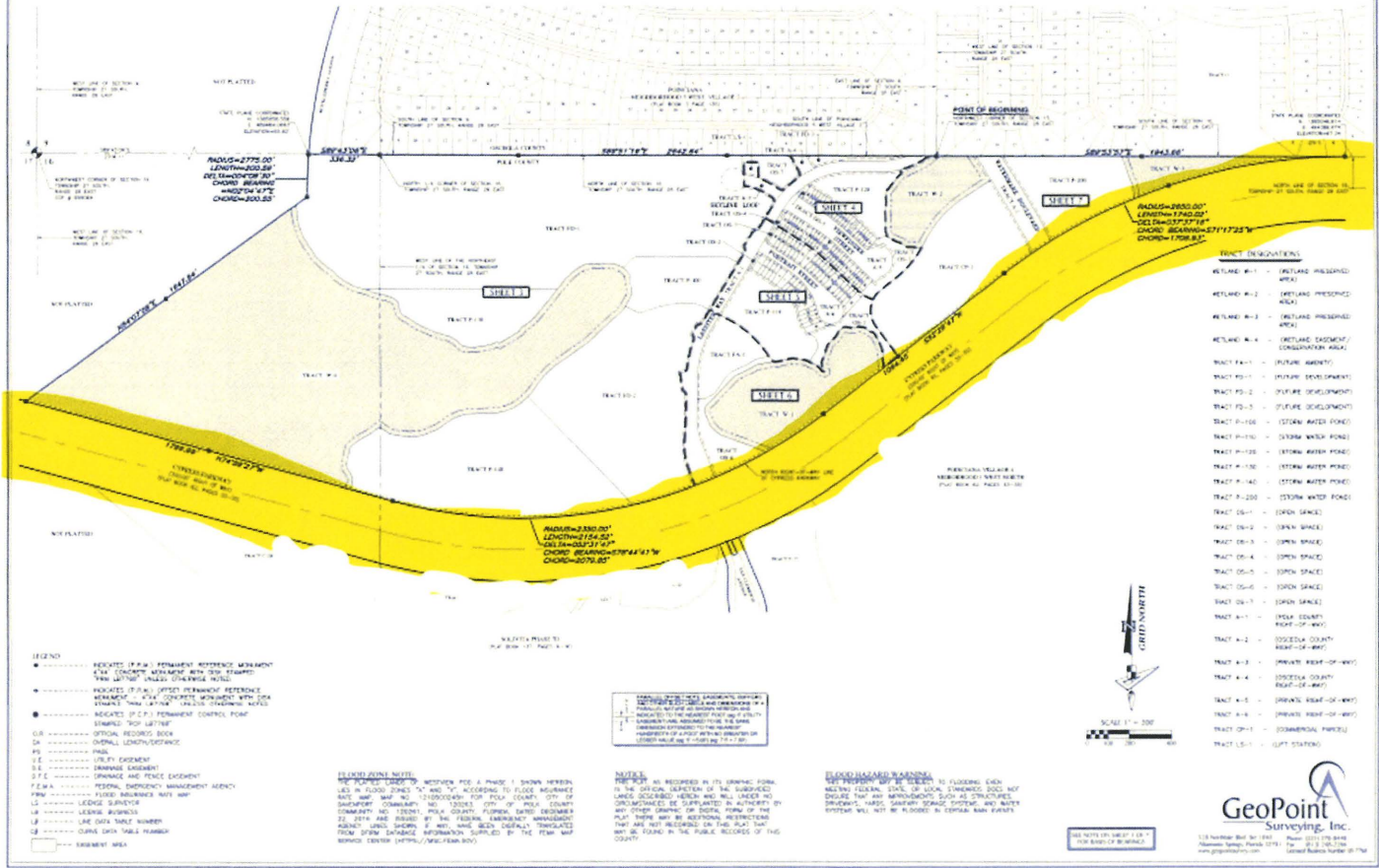
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ (County Administrator) for and on behalf of the Polk County Board of County Commissioners _____ who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC Signature

Printed Name

EXHIBIT A LOCATION OF CYPRESS PARKWAY IMPROVEMENTS

WESTVIEW POD A PHASE 1A
A REPEAT OF A PORTION OF REPEAT OF PODIACANA NEIGHBORHOOD 1 WEST-NORTH VILLAGE 4 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 62, PAGE 33, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTIONS 15 & 16, TOWNSHIP 27 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA.



BILL OF SALE AND GENERAL ASSIGNMENT
[WESTVIEW POD A PHASE 1A]

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this “Assignment”) is made and entered into as of this 7th day of September, 2023, by and between **WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereafter referred to as “Grantor”), and **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose pose office address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741, (hereinafter referred to as “Grantee”).

BACKGROUND STATEMENT

Grantor owns certain water and wastewater improvements for the Grantor’s Project. This instrument is intended to convey the interest of Grantor in and to all of such improvements and work product to Grantee.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantee, Grantor, intending to be legally bound, does hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee the real property more specifically described in Exhibit “A” (hereafter, collectively, the “**Personal and Intangible Property**”), to have and to hold all of said Personal and Intangible Property for its own use, and benefit forever:

Pod A, Phase 1A Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon rights-of-way located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), Tract LS-1 (Lift Station), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

Pod A, Phase 1A Reclaimed Water Improvements — All reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, blowoff valves assemblies, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all “Public Utility Easements,” each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

2. Grantor agrees that to the extent that title to any of the Personal and Intangible Property is evidenced by, or transferable by execution or delivery of, certificates of title or other similar documentation, then Grantor will, upon demand, execute and deliver all such certificates or similar instruments.
3. In furtherance of this Assignment, Grantor hereby acknowledges that from this date Grantee has succeeded to all of its right, title, and standing to:
 - a. receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby;
 - b. institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and
 - c. defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.
4. Grantor hereby warrants the following:
 - a. that Grantor is the lawful owner of the Personal and Intangible Property;
 - b. that the Personal and Intangible Property is free of all liens and encumbrances; and
 - c. that Grantor has no knowledge of any defects in the Personal and Intangible Property.
5. Grantor also agrees to warrant and repair any defects in design or workmanship to Grantee’s satisfaction for a period of one (1) year from the date hereof.
6. Nothing in this Assignment shall be construed as a waiver of Grantee’s limitations on liability provided in Section 768.28, Florida Statutes.

7. Nothing in this Assignment shall be construed as a waiver of Grantor's limitations on liability provided in Section 768.28, Florida Statutes.
8. This Assignment shall be governed by, and construed under, the laws of the State of Florida.
9. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special-purpose
government

Witnesses:

Heather Isaacs
Name: Heather Isaacs
Address: 2600 Lake Lucien Dr. #350

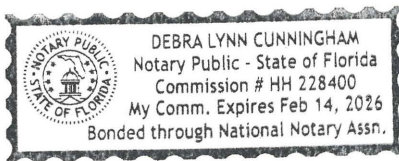
By: Josh Kalin
Name: Josh Kalin
Title: Chair

John A. Wright
Name: John A. Wright
Address: 2600 Lake Lucien Dr. #350

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 7th day of September, 2023, by Josh Kalin as Chairperson of
the Westview South Community Development District Board of Directors, a local unit of special-purpose
government, on behalf of the district. He/She is personally known to me or has produced
_____ as identification.

(SEAL)



Debra Lynn Cunningham
(Official Notary Signature)
Name: Debra Lynn Cunningham

EXHIBIT A
LEGAL DESCRIPTION

Tract A-1 (Polk County Right-of-Way), Tract A-2 (Osceola County Right-of-Way), Tract A-3 (Private Right-of-Way), Tract A-4 (Osceola County Right-of-Way), Tract A-5 (Private Right-of-Way), Tract A-6 (Private Right-of-Way), and all "Public Utility Easements," each as identified in the plat known as *Westview Pod A Phase 1A*, as recorded at Plat Book 200, Pages 38 - 44, of the Official Records of Polk County, Florida.

The right-of-way located within those lands as identified in EXHIBIT B attached hereto.

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

4C

**AGREEMENT FOR
AQUATIC MAINTENANCE SERVICES**

THIS AGREEMENT (“Agreement”) is made, and entered into, by and between:

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

ENVIRAQUATIC, LLC, a Florida limited liability company, with a mailing address of 321 Iris Rd, Casselberry, Florida 32707 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

WHEREAS, the District owns, operates and maintains several stormwater management facilities located throughout the boundaries of the District (“**Facilities**”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide aquatic maintenance services for the Facilities, as outlined in **Exhibit A (“Services”)**; and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Facilities are being operated in a manner consistent with applicable permits and approvals, if any. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

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

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. PERMITS AND LICENSES. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

8. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

9. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws

or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

10. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

11. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

12. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

13. DEFAULT; THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing

contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

14. ATTORNEY'S FEES. In the event that either the District or Contractor 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

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

16. 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 parties hereto.

17. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. 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 and counsel for Contractor may deliver Notice on behalf of the District 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.

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

19. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

20. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement 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 the County in which the District is located.

21. 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 the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, 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 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 Contractor, 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, C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; 561-571-0010 (PHONE); CERBONEC@WHHASSOCIATES.COM (EMAIL).

22. 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.

23. HEADINGS. 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.

24. NEGOTIATIONS AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

25. LIMITATIONS ON LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or 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 the Doctrine of Sovereign Immunity or by operation of law.

26. SCRUTINIZED COMPANIES. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

27. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

28. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

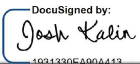
29. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

30. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.


[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

1004330FAG004413
By: Josh Kalin
Its: Chairman
Date: 11/15/2023

ENVIRAQUATIC, LLC


By: Jason M. Kirby
Its: Owner
Date: 11/15/2023

- Exhibit A:** Proposal
- Exhibit B:** Insurance Certificate with Endorsements

EXHIBIT A:

**Aquatic Habitat Management
Monthly Services Agreement**



Client and/or Agent Name:

Property Name and/or Address:

Start: Date: Littoral Plantings? FWC permitted?

Description of services:

Enviraquatic, LLC agrees to provide monthly invasive aquatic vegetation, algae, and debris/trash control service to the above-listed client. Monthly visits include a full inspection of water body(s) as well as any herbicide and/or algaecide treatments that are deemed necessary to safely control invasive vegetation and algae species at the professional discretion of Enviraquatic, LLC. Enviraquatic also agrees to provide monthly physical removal of trash and/or miscellaneous debris from the proposed water body(s). As an added courtesy, Enviraquatic will provide detailed monthly 'Field Analysis Reports' with attached pictures intended to document the water body(s) changes over time. See: "Detailed scope of work" section of this proposal for additional information regarding specific monthly services offered.

Financial Agreement:

Enviraquatic, LLC agrees to provide the monthly services for the fee of:

** Monthly fee is based on the total estimated cost of service for a full-year, divided into twelve monthly payments. Any additional services deemed outside the scope of typical monthly service (i.e. excessive vegetation and/or debris physical removal, native shoreline plantings, fish stocking, permitting, etc.) will be charged additionally and only after client approval.*

Description of monthly services:

Treatment Program:

Enviraquatic proposes a minimum of (1) management visits per month to a client: ***Westview South CDD***. Each management visit will include a visual inspection of sites followed by application of any required EPA registered Herbicide and/or Algaecide products that are deemed necessary at the professional discretion of Enviraquatic. Each site, at minimum, will receive (1) visual inspections per month to determine what treatment (if any) is required to mitigate the growth of algae and/or vegetative species that are deemed non-native and/or invasive. Extra attention and treatment priority are to be given to sites with persistent, undesirable, and/or harmful conditions such as severe algae blooms, exotic vegetation growth and/or those sites with special management/homeowner concerns. Extra treatment visits deemed necessary outside the (1) minimum will be at no charge to client, at full professional discretion of Enviraquatic, and within all legal product labeling restrictions. Treatment results may not be apparent for 7-14 days following application of vegetation and/or algae control products; furthermore, most treatments will require 10-15 days before retreatments can be safely applied. Treatments are to be applied only by experienced, state licensed, and highly trained aquatic vegetation control specialist via UTV and boat mounted application equipment, backpack sprayer, or 'hand-cast' granular products in such a way as to mitigate noxious plant and algae growth while preserving and promoting sensitive aquatic eco-systems safely and effectively.

Other Services and details:

Enviraquatic technician is always to remain in close contact with property manager via phone and/or e-mail. As a courtesy to the community and the environment, Enviraquatic will perform (1) perimeter trash/misc. debris removal per month. A 'Field Analysis Report' complete with pictures and descriptions of pertinent treatment and/or environmental information is to be generated and electronically sent in PDF format to property manager and/or applicable board member(s) within (7) days of each visit. These reports are intended to accurately track the present state and progress of water bodies. Periodic water quality testing will be performed quarterly and/or when it is suspected that there is an environmental concern that could impact mgmt. and/or habitat quality. Test parameters include Dissolved Oxygen (D.O.), PH, Nitrate, Alkalinity, etc.

Native Vegetation Program:

Enviraquatic is committed to habitat restoration/augmentation via the integration and promotion of native/beneficial aquatic vegetation. As a courtesy to our valued client and dedication to environmental stewardship, native emergent plants are to be preserved and promoted for the purposes of habitat augmentation, soil stability and nutrient abatement; management of submerged and emerged beneficial vegetation is to be determined at the professional discretion of Enviraquatic.



WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

4D

**AGREEMENT FOR
POND MAINTENANCE SERVICES**

THIS AGREEMENT ("Agreement") is made, and entered into, by and between:

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

FLORALAWN INC., a Florida corporation, with a mailing address of 734 S. Combee Road, Lakeland, Florida 33801 ("**Contractor**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

WHEREAS, the District owns, operates and maintains certain landscape and stormwater facilities throughout the boundaries of the District ("**Facilities**"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape maintenance services for the Facilities, as outlined in **Exhibit A** ("**Services**"); and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Facilities are being operated in a manner consistent with applicable permits and approvals, if any. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

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

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. PERMITS AND LICENSES. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

8. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

9. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws

or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

10. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon thirty (30) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

11. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

12. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

13. DEFAULT; THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing

contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

14. ATTORNEY'S FEES. In the event that either the District or Contractor 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

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

16. 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 parties hereto.

17. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. 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 and counsel for Contractor may deliver Notice on behalf of the District 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.

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

19. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

20. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement 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 the County in which the District is located.

21. 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 the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, 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 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 Contractor, 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, C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; 561-571-0010 (PHONE); CERBONEC@WHHASSOCIATES.COM (EMAIL).

22. 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.

23. HEADINGS. 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.

24. NEGOTIATIONS AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

25. LIMITATIONS ON LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or 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 the Doctrine of Sovereign Immunity or by operation of law.

26. SCRUTINIZED COMPANIES. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

27. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

28. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.


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

30. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.


[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**


By: Josh Kalin
Its: Chairman
Date: 11-15-2023

FLORALAWN INC.


By: Pres Robert Avenitt
Its: Pres Robert Avenitt
Date: 11-13-23

- Exhibit A:** Proposal
- Exhibit B:** Insurance Certificate with Endorsements

EXHIBIT A:



734 South Combee Road
Lakeland, FL 33801

863-668-0494 – Phone
863-668-0495 – Fax

www.floralawn.com

Westview South CDD

% Antonio Shaw
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

October 9, 2023
Proposal valid for 60 days

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

Landscape Management - Common Area

Service	Monthly	Yearly
Landscape Maintenance (Bahia Ponds 1-6)	\$1,200	\$14,400
Total	\$1,200	\$14,400

PROPOSAL

Scope of Services

Turf Care

Mowing

Bahia lake and pond banks will be mowed **40 times per year** consistent with **4 times per month April through October (weekly service)** and **2 times per month November through March (biweekly service)**.

Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 40 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

Optional Items & Additional Services

1. Landscape design & installation
2. Sodding and/or Seeding
3. Annual flower bed design & installation
4. Mulching
5. Thin & prune trees over 10' in height
6. Prune Palms over 15' of clear trunk
7. New plant installation
8. Leaf clean-up
9. Pump Maintenance
10. Pump repair & installation

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

4E

CHANGE ORDER NO. 2

Date of Issuance: November 16, 2023 Effective Date: _____

Project: Pod B	District Westview South Community Development District	District's Contract No.:
Contract: Master Agreement for Land Development Services		Date of Contract: March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023
Contractor: Jr. Davis Construction Company, Inc.		Architect's/Engineer's Project No.:

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

Description: **Watermark Blvd Sleeves**

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price/Authorizing Addendum:	Original Contract Working days Calendar days
\$31,171,751.90	Times: Substantial completion (days or date):
	Ready for final payment (days or date):
Increase/Decrease from prior Change Orders:	Increase/Decrease from previously approved Change Orders
\$10,913,426.07	No. _____ to No. _____
	Substantial completion (days):
	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$42,085,177.97	Substantial completion (days or date):
	Ready for final payment (days or date):
Increase/Decrease of this Change Order:	Increase/Decrease of this Change Order:
\$121,310.40	Substantial completion (days or date):
	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$42,206,488.37	Substantial completion (days or date):
	Ready for final payment (days or date):

RECOMMENDED BY:
ATWELL, LLC
DISTRICT ENGINEER

By:
Title: SR. P.V.M.
Date: 11/28/23

ACCEPTED:
WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:

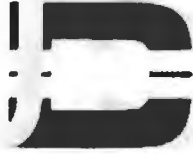
1931330FA90A413...
Title: Chairman
Date: 11/30/2023

ACCEPTED:
JR. DAVIS CONSTRUCTION COMPANY
INC.

By:
Title: President
Date: 11/20/23

EXHIBIT A

Westview Pod B Watermark Blvd. Sleeves up to STA 57+00.



JR. DAVIS CONSTRUCTION

210 Hangar Road
Kissimmee, FL, 34741

Contact: Marc Goodman
Phone: 407-870-0066
Email: marc.goodman@jr-davis.com

Jr. Davis Construction Company, Inc.

Quote To: Patrick Wood
Company: Westview South CDD
Phone:
Email: PWood@TaylorMorrison.com
HCSS: 2177RFCO3

Proposal Date: 11/15/2023
Date of Plans:
Revision Date:
Addendums:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	SURVEY	1.00	LS	4,200.00	4,200.00
20	3" SCH 40 PVC ELECTRICAL CONDUIT SLEEVING	5,280.00	LF	22.18	117,110.40
GRAND TOTAL					\$121,310.40

NOTES:

Proposal based on sketch approved on 11/15/23, assuming 2 each 3" conduits at each intersection.

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

4F

CHANGE ORDER NO. 3

Date of Issuance: November 28, 2023 Effective Date: _____

Project: Pod B	District: Westview South Community Development District	District's Contract No.:
Contract: Master Agreement for Land Development Services		Date of Contract: March 7, 2022, authorizing addendum of August 7, 2023 assigned on August 31, 2023
Contractor: Jr. Davis Construction Company, Inc.		Architect's/Engineer's Project No.:

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

Description: **Payment & performance bond ride**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price/Authorizing Addendum:

\$31,171,751.90

Increase/Decrease from prior Change Orders:

\$11,034,736.47

Contract Price prior to this Change Order:

\$42,206,488.37

Increase/Decrease of this Change Order:

\$134,330.74

Contract Price incorporating this Change Order:

\$42,340,819.11

CHANGE IN CONTRACT TIMES:

Original Contract ~~Working days~~ ~~Calendar days~~

Times:

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Increase/Decrease from previously approved Change Orders~~

No. _____ to No. _____:

~~Substantial completion (days):~~

~~Ready for final payment (days):~~

~~Contract Times prior to this Change Order:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Increase/Decrease of this Change Order:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Contract Times with all approved Change Orders:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

RECOMMENDED BY:
ATWELL, LLC
DISTRICT ENGINEER

By:
Title: SR. P.M.
Date: 11/30/23

ACCEPTED:
WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:

1931330FA90A413...
Title: Chairman
Date: 11/30/2023

ACCEPTED:
JR. DAVIS CONSTRUCTION COMPANY
INC.

By:
Title: President
Date: 11.29.23

EXHIBIT A

Westview Pod B N2A/2B AND SLEEVES BOND PREMIUM



JR. DAVIS CONSTRUCTION

210 Hangar Road
Kissimmee, FL, 34741

Contact: Marc Goodman
Phone: 407-878-0066
Email: marc.goodman@jr-davis.com

Quote To: Patrick Wood
Company: Westview South CDD
Phone:
Email: PWood@TaylorMorrison.com
HCSS: 2177RFC04

Proposal Date: 11/15/2023
Date of Plans:
Revision Date:
Addendum:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	PERFOMANCE BOND	1.00	LS	134,330.74	134,330.74
GRAND TOTAL					\$134,330.74

NOTES:

Bond Premium Increase for CO 1, N2A2B, and CO 2 Watermark Sleeves.

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

5A

AFFIDAVIT OF PUBLICATION

REQUEST FOR QUALIFICATIONS
FOR ENGINEERING SERVICES
FOR THE WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT

RFQ for Engineering Services

The Westview South Community Development District ("District"), located in Osceola and Polk Counties, Florida, announces that professional engineering services will be required on a continuing basis for the District's stormwater systems, and other public improvements authorized by Chapter 190, Florida Statutes. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in Osceola and Polk Counties, Florida; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on October 6, 2023 by email to gillyardd@whhassociates.com ("District Manager's Office").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request. Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Bailee Liston, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
Sep. 21, 2023

Notice ID: fqIVRY16PisbS5SH4nVg
Notice Name: WESTVIEW SOUTH CDD RFQ for Engineering Svcs

PUBLICATION FEE: \$115.34

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

Bailee Liston

Agent

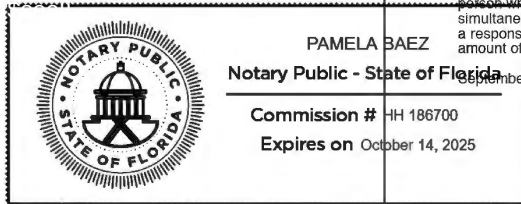
VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 09/26/2023

[Signature]

Notary Public
Notarized online using audio-video communication



WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

5B

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Westview South Community Development District (“**District**”), located in Osceola and Polk Counties, Florida, announces that professional engineering services will be required on a continuing basis for the District’s stormwater systems, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in Osceola and Polk Counties, Florida; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on October 6, 2023 by email to gillyardd@whhassociates.com (“**District Manager’s Office**”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse

Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

5C



CONSULTING. ENGINEERING. CONSTRUCTION.

October 6, 2023

Westview South Community Development
District Managers Office

RE: Westview South Community Development District
Request for Qualifications for Engineering Services

Sir/Madam:

Atwell, LLC is pleased to submit the enclosed response to the Request for Qualifications for Engineering Services for the Westview South Community Development District (CDD).

The Atwell, LLC team consists of experts in the areas of civil engineering, landscape architecture, land use planning, GIS and AutoCAD design. With offices in Orlando, Bonita Springs, Fort Myers, Sarasota, Maitland and Tampa, Florida, as well as many locations across the country, Atwell, LLC offers full service civil engineering based upon honesty, a strong work ethic, and an unmatched commitment to our clients' success.

For over 20 years, we have designed and permitted numerous master-planned residential communities across the State of Florida and serve as the Engineer of Record for many projects in Polk and Osceola Counties. This local expertise and project-specific knowledge provides our team with an in-depth understanding of the CDD's needs and the capacity to ensure the highest quality of development.

The following summary exemplifies why Atwell, LLC is most qualified to provide Engineering Services as the District Engineer for the Westview South CDD:

Unmatched Knowledge of the Project. Atwell, LLC's team of experienced civil engineers are currently serving as the Engineer of Record for both Pod's A and B within the Westview South CDD. The understanding of the water management system design, the unique environmental conditions both within and surrounding the community, as well as the status of existing and pending permits provides our team with an unparalleled advantage to provide Engineering Services to the CDD.

Experienced Local Leadership. David Gastel, P.E. (Director) will lead our commitment to the Westview South CDD as the Project Director. David has over 17 years of project management and civil engineering design experience in Florida and North Carolina.



CONSULTING. ENGINEERING. CONSTRUCTION.

Similar Experience. Larry T. Ray, P.E. (Sr. Project Manager) will serve as the District Engineer. Larry has over 43 years of experience as project management in the Central Florida Area and has extensive experience serving as a CDD Engineer and Point of Contact. Larry has been involved in Westview Pod's A and B design, permitting and construction since January 2022.

Competence & Capacity. With eight (8) Florida registered Professional Engineers in the Orlando office, the Atwell, LLC team has the institutional knowledge and experience to ensure accurate implementation of CDD's infrastructure, in addition to its appropriate long-term maintenance.

Thank you for the opportunity to provide our services to the district. We are confident that our project-specific expertise, local knowledge, and commitment to quality design and customer service position us as the clear choice for the Westview CDD District Engineer.

If you have questions or require further information, please contact me at (407) 399-9615 or lray@atwell-group.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. T. Ray".

Larry T. Ray P.E.
Sr. Project Manager

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)	
Westview South Community Development District	
2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
	Request for Qualifications for Engineering Services

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE		
Larry Ray, PE - Senior Project Manager		
5. NAME OF FIRM		
Atwell, LLC		
6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
407.743.3524		lray@atwell-group.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	PRIME	JV	SUBCONTRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Atwell, LLC <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	111 N. Magnolia Ave. Ste. 1350 Orlando, FL 32801	District Engineer, Senior Project Manager
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
g.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached, please see Section H)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
 (Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
David Gastel, PE		Director		a. TOTAL	b. WITH CURRENT FIRM
				17	3
15. FIRM NAME AND LOCATION (City and State)					
Atwell, LLC - Orlando, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION)			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
Bachelor of Science Florida State University Civil and Environmental Engineering			Registered Professional Engineer: Florida, North Carolina		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
Leed AP BD+C Central Florida Young Professionals Advisory Council					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Hudson Acres Apartments, Orlando, FL		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			EOR		Under Construction
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm				
This is a 320 units multifamily development that is market rate. It included a trail amenity with pool and tot lot. This is located near the intersection of Kirkman Road and Old Winter Garden Road.					
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	District West Apartments, Orlando, FL		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			EOR		Under Construction
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm				
This is a 247 unit multifamily development that is workforce housing located at the intersection of John Young Parkway and W.D. Judge Road. I permitted master plan development with the City of Orlando.					
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Goldenrod Townhomes, Orlando, FL		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			EOR		N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm				
This was a townhome development that we rezoned from single family to townhome including a complete plan change.					
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Horizon West Village, Orlando, FL		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			EOR		Under Construction
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm				
This was a single family development near Horizon West off of Hartzog Road. It included roughly 60 single family units with all associated infrastructure.					
e.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Collegiate Village Student Housing, Orlando, FL		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			EOR		Under Construction
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm				
This is a student housing development for 1,600 beds at UCF near the intersection of University Blvd and Alafaya Trail. It included the redevelopment of an parcel as well as a new retail plaza and a rebuilding of an existing street.					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
Larry Ray, PE		Senior Project Manager		a. TOTAL	b. WITH CURRENT FIRM
				43	3
15. FIRM NAME AND LOCATION (City and State)					
Atwell, LLC - Orlando, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION)			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
Bachelor of Science University of Florida Civil Engineering			Registered Professional Engineer: Florida		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
N/A					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Osceola Turf Club DRI, Osceola County, FL		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm	
Lead Civil Engineering Consultant for this 1,700+ acre development of Regional Impact, zoned as a planned development. Project included rezoning through Osceola County and permitting through South Florida Water Management District					
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	The Parkway DRI, Osceola County, FL		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm	
Project Engineer for this 160+ acre Mixed Used Planned Development in the Central Florida area. Responsible for the design, permitting construction and the preparation of the associated DRI documentation for the development					
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Isleworth, Windermere, FL		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			EOR		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm	
Project Manager and EOR for 900+ acre luxury residential development, including an Arnold Palmer designed and constructed private golf course, located on the shore of the Butler Chain of Lakes. As engineer of record was responsible for design, permit coordination and construction permitting through Orange County and the South Florida Water Management District					
d.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Orlando International and Executive Airports, Orlando, FL		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm	
conceptual design/final CDs, engineering reports, cost estimates, schedules, specifications, permit applications and RAI responses, bid/award services, CA and inspection, DRI's, EA/EIS documentation, and review of others' designs. Accordance w/federal, state & local design standards as appropriate for roadway, stormwater or airfield related assignments. Permitting through City of Orlando, ECFRPC, SJRWMD and SFWMD, FDEP, Florida Fish and Wildlife Conservation Commission, FDOT, U.S. ACOE, U.S. Fish and Wildlife, FAA, and the U.S. EPA. Continuing Civil Engineer and Member of General Consultant Team					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
Damon Parrish, PE		Project Manager		a. TOTAL	b. WITH CURRENT FIRM
				19	1
15. FIRM NAME AND LOCATION (City and State)					
Atwell, LLC - Orlando, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION)			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
Bachelor of Science University of South Florida Civil Engineering			Registered Professional Engineer: Florida		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
ICPR Version 4 Hands-On Training Workshop					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Ocala Preserve/Ocala Preserve Community Development District, Ocala, FL		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			EOR		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm	
Project Manager, Engineer of Record, and CDD Engineer for this master development, which is planned to consist of 1,769 residential lots at full buildout. As the CDD Engineer, Damon oversees the District's acquisition of all engineering-related items such as stormwater management ponds, water and sewer utilities, and professional services					
b.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	Ridge at Heath Brook / Ridge at Heath Brook Community Development District		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			EOR		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm	
Project Manager, Engineer of Record, and CDD Engineer for this master development, which is planned to consist of 391 residential lots at full buildout. As the CDD Engineer, Damon oversees the District's acquisition of all engineering-related items such as stormwater management ponds, water and sewer utilities, roadways, hardscape, landscape, irrigation, street lighting, and recreational amenities					
c.	(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED		
	The Stables, Ocala, FL		PROFESSIONAL SERVICES		CONSTRUCTION (If applicable)
			EOR		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm	
Project Manager and Engineer of Record for a 250-townhome development including the design and permitting of the stormwater management system, floodplain impacts, and master utility system					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
Kaiwen Lu, PE		Project Engineer		a. TOTAL	b. WITH CURRENT FIRM
				12	3
15. FIRM NAME AND LOCATION (City and State)					
Atwell, LLC - Orlando, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION)			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)		
<ul style="list-style-type: none"> Master of Business Administration Financial and Management Rollins College Crummer Graduate School of Business, FL Master of Science in Engineering Geotechnical Engineering Purdue University, IN Bachelor of Engineering Highway and Bridge Engineering Southeast University School of Transportation, Nanjing, China 			Registered Professional Engineer: Florida, California		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
<p>Publications</p> <ul style="list-style-type: none"> Yaolin Yi, Kaiwen Lu, Songyu Liu, and Abir Al-Tabbaa. (2015). Properties Change of Reactive Magnesia-Stabilised Soil Subjected to Forced Carbonation. Canadian Geotechnical Journal. Yaolin Yi, Songyu Liu, Kaiwen Lu, and Fei Jing. (2012). Numerical Analysis of Cross Shaped Deep Mixed Columns Improved Three-layered Soft Ground under Highway Embankment Load. ICGI Wollongong 2012. Chen Li, Songyu Lu, Yaolin Yi, and Kaiwen Lu. (2012). Mechanical Performance of Cement Stabilized Lianyungang Soft Soil. 12th Chinese National Symposium on ground improvement. Ningjun Jiang, Yanjun Du, Chenyang Li, Kaiwen Lu, Songyu Liu, and Mingli Wei. (2012). Effect of Acid Rain on Chemical and Hydraulic Properties of Cement Solidified/ Stabilized Lead Contaminated Marine Soft Clay. Geocongress2012, A.S.C.E. <p>Patents</p> <ul style="list-style-type: none"> Yaolin Yi, Songyu Liu, Kaiwen Lu, Chen Li, and Nenghe Gong. (2012). A Construction Method of Deep Mixing Pile and its Curing Agent Device [P]. NO. CN102535449A. Yaolin Yi, Songyu Liu, Kaiwen Lu, Chen Li, and Nenghe Gong. (2012). A Soil Curing Agent Delivery Device for Construction of Deep Mixing Methods [P]. NO. CN202430709U. 					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED			
	Deputy Brandon Coates Park, Orange County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE					<input type="checkbox"/> Check if project performed with current firm
Public Park					
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED			
	Semoran Crossroads PD	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE					<input type="checkbox"/> Check if project performed with current firm
Commrcial Outparcel					
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED			
	The Quadrangle PD	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE					<input type="checkbox"/> Check if project performed with current firm
Commercial Subdivision					

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER - 1
--	---

21. TITLE AND LOCATION (City and State)	22. YEARS COMPLETED	
Currents CDD, Naples, FL	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	2019-Present	2019-Present

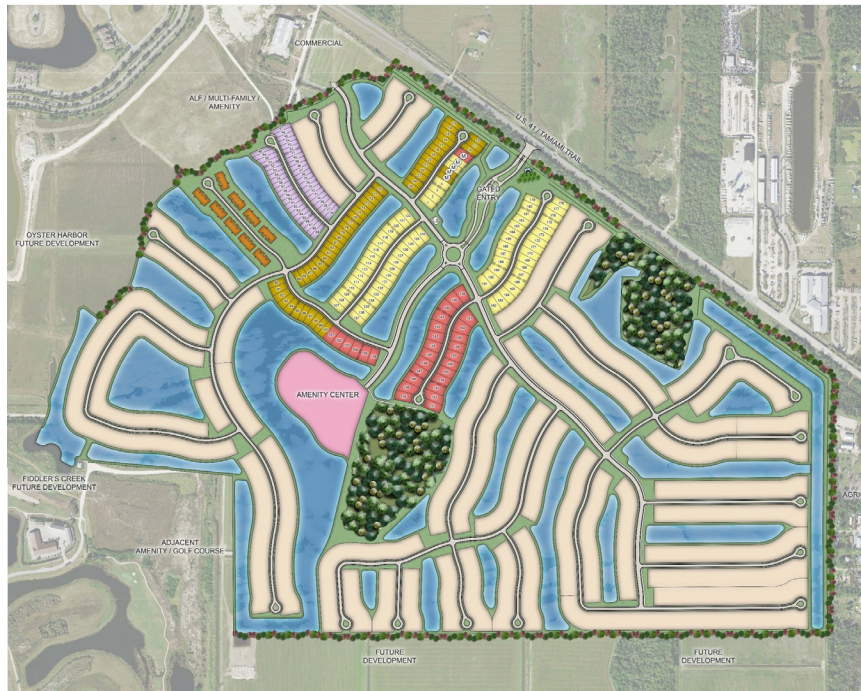
23. PROJECT OWNER'S INFORMATION		
--	--	--

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Taylor Morrison of Florida, Inc.	Felipe Gonzalez	239.237.0517

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)
--

Esplanade by the Islands is a 1,250 unit master planned community in Naples, Florida. Atwell, LLC is the Engineer of Record for the design and permitting of the public and private infrastructure for the project, and serves as the District Engineer for the Currents CDD.

The total CIP for the Currents COD includes approximately \$18.5 million of public infrastructure including surface water management, sanitary sewer, potable water, irrigation, exterior landscaping, off-site improvements, environmental preserves, and related design and permitting fees.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
--	--	--	--

a.	(1) FIRM NAME Atwell, LLC	(2) FIRM LOCATION (City and State) Bonita Springs, FL	(3) ROLE District Engineer, Engineer of Record (EOR)
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER - 2
--	---

21. TITLE AND LOCATION (City and State)	22. YEARS COMPLETED	
Esplanade Lake Club CDD, Fort Myers, FL	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	2018-Present	2018-Present

23. PROJECT OWNER'S INFORMATION
--

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Taylor Morrison of Florida, Inc.	Felipe Gonzalez	239.237.0517

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Esplanade Lake Club is a 620 unit master planned community in Fort Myers, Florida. Atwell, LLC is the Engineer of Record for the design and permitting of the public and private infrastructure for the project, and serves as the District Engineer for the Esplanade Lake Club Community Development District.

The preliminary CIP for the Esplanade Lake Club COD included approximately \$25 million of public infrastructure including stormwater management system, potable water, sanitary sewer system, ground improvements, environmental/mitigation and public roadway.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
--	--	--	--

a.	(1) FIRM NAME Atwell, LLC	(2) FIRM LOCATION (City and State) Bonita Springs, FL	(3) ROLE District Engineer, Engineer of Record (EOR)
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER - 3
--	---

21. TITLE AND LOCATION (City and State)	22. YEARS COMPLETED	
Flow Way CDD, Naples, FL	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	2019-Present	2019-Present

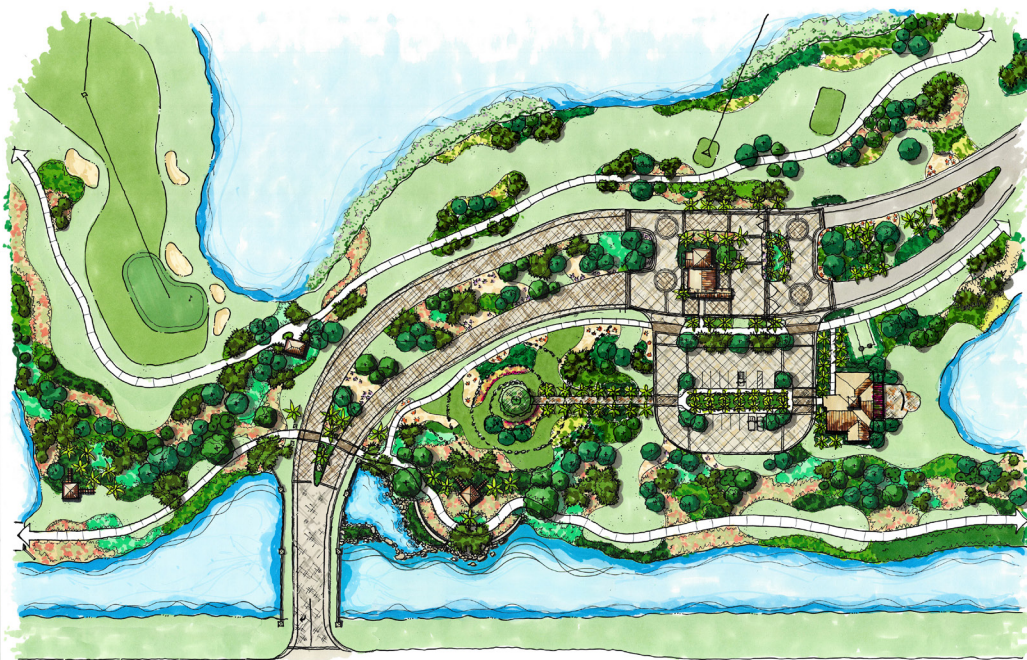
23. PROJECT OWNER'S INFORMATION		
--	--	--

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Taylor Morrison Esplanade Naples, LLC	Felipe Gonzalez	239.237/0517

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)
--

Esplanade Golf and Country Club of Naples is an 1,184 unit development in Naples, Florida. Atwell, LLC was the Engineer of Record for the design and permitting of the public and private infrastructure for the project, and previously served as the District Engineer for the Flow Way COD.

The total CIP for the Flow Way COD includes \$39 million of public infrastructure including surface water management, sanitary sewer, potable water, irrigation, exterior landscaping, off-site improvements, environmental preserves and related design and permitting fees.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
--	--	--	--

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Atwell, LLC	Bonita Springs, FL	District Engineer, Engineer of Record (EOR)
b.			
c.			
d.			

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Atwell, LLC offers a diverse set of land development services founded on exceptional client service, quality design, and a solid commitment to our clients' success. We recognize that each of our clients and their respective projects are unique, and approach each opportunity objectively with our clients' goals in mind. We provide a range of planning, civil engineering, and landscape architecture services and have successfully completed projects including master planned residential communities, community parks, commercial and industrial developments, and master stormwater drainage systems.

Our talented team of project managers coordinate every project with an integrative approach to the design development process. From the onset of each project, we utilize the diversity of skills and experience among our multi-disciplinary professionals to ensure innovative problem-solving and a more fluid permitting process. This holistic approach provides our clients with not only the added value and convenience of "one stop shopping", but with the assurance that their project will be completed both efficiently and accurately. Most importantly, thanks to the caliber of our professionals, we continue to serve satisfied, repeat clientele, as well as build new relationships across the community.

The services Atwell, LLC offers include:

1. Civil Engineering
 - Master Stormwater Design
 - Master Water and Sewer Design
 - Paving and Grading Design
 - Water Distribution Design
 - Lift Station and Force Main Design
 - Construction Plan Preparation
2. Permitting
 - Local Construction Plan Permitting
 - Water Management District Permitting
 - FDEP Water and Wastewater Permitting
 - FOOT Permitting
 - National Pollutant Discharge Elimination System Permitting (NPDES)
3. Construction Administration
 - Bid Package Preparation
 - Contract Management
 - Construction Observation
 - Certifications
4. Due Diligence and Feasibility Studies
 - Lot Fit Analysis
 - Due Diligence Reports
 - Project Feasibility Studies
 - Geographic Information Systems (GIS) Exhibits Preparation

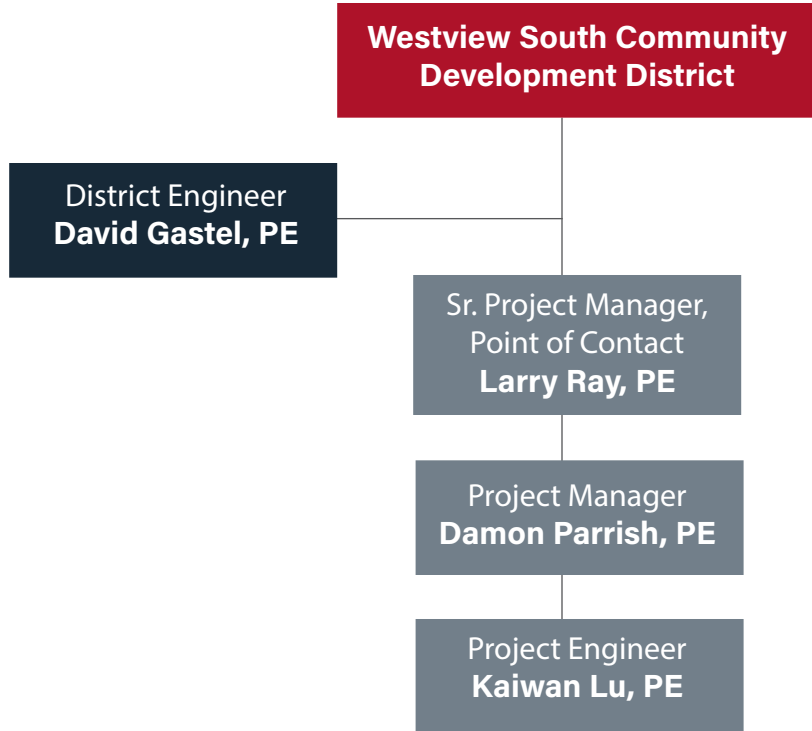
With a nationwide presence of more than 45 offices (10 in Florida) across the U.S, Atwell currently staffs more than 1,400 dedicated specialists and support staff for the Real Estate and Land Development, and Energy markets.

The primary Florida address for this contract will be **111 N. Magnolia Ave. Suite 1350, Orlando, FL 32801**



H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.



Florida License

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

1:36:35 PM 7/15/2022

ONLINE SERVICES

- Apply for a License
- Verify a License
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name: ATWELL, LLC (Primary Name)
 Main Address: TWO TOWNE SQUARE
 STE 700
 SOUTHFIELD Michigan 48076
 County: OUT OF STATE

License Information

License Type: Registry
 Rank: Registry
 License Number: 29091
 Status: Current
 Licensure Date: 04/30/2010
 Expires:

Special Qualifications **Qualification Effective**

Alternate Names

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

10/6/2023

33. NAME AND TITLE

Larry Ray, PE - Senior Project Manager

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

PART II - GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFYER
Atwell, LLC			2009	27-1219822
2b. STREET			5. OWNERSHIP	
111 N. Magnolia Ave. Suite 1350			a. TYPE	
2c. CITY	2d. STATE	2e. ZIP CODE	Limited Liability Company	
Orlando	FL	32801	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE			N/A	
Larry Ray, PE - Senior Project Manager			7. NAME OF FIRM (If block 2a. is a branch office)	
6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS		Atwell, LLC	
407.743.3524	lray@atwell-group.com			
8a. FORMER FIRM NAME(S) (If any)			8b. YR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFYER
N/A				

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	33	1	A06	Airports, Terminals, Hangars	1
08	CADD Technician	25	1	C10	Commercial Low Rise	6
12	Civil Engineer	364	10	D04	DesignBuild, Prep of RFIs	6
16	Construction Manager	16		D07	Dining Halls, Clubs, Restaurants	4
21	Electrical Engineer	75	2	E02	Educational Facilities	4
23	Environmental Engineer	82		G01	Garages, VMF, Parking Decks	3
29	GIS Technician	8		H09	Hospitals & Medical Facilities	4
38	Land Surveyor	207		H10	Hotels & Motels	7
47	Planner	172		H11	Housing (Residential)	9
48	Project Manager	16	4	I01	Industrial Bldgs. Manufacturing	9
58	Technician/Analyst	52		M05	Military Design Standards	3
				O01	Office Buildings, Industrial Parks	6
	Other Employees	125	5	R04	Recreation Facilities (Parks, Marinas, Etc.	4
Total		1,175	23			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	4	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	10	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
	10/6/2023
c. NAME AND TITLE	
Larry Ray, PE, Senior Project Manager	

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

5D

**Westview South Community Development District
Request for Qualifications – District Engineering Services**

Competitive Selection Criteria

	Ability and Adequacy of Professional Personnel	Consultant’s Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Volume of Work Previously Awarded to Consultant by District	TOTAL SCORE
<i>weight factor</i>	25	25	20	15	5	5	5	100
NAME OF RESPONDENT								
1 Atwell, LLC								

Board Member’s Signature

Date

WESTVIEW SOUTH

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2023/2024 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

ATTEST:

**WESTVIEW SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn & Suites Orlando South Lake Buena Vista 4971 Calypso Cay Way, Kissimmee, Florida 34746</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
January 10, 2024	Regular Meeting	2:00 PM*
February 14, 2024	Regular Meeting	2:00 PM*
March 13, 2024	Regular Meeting	2:00 PM*
April 10, 2024	Regular Meeting	2:00 PM*
May 8, 2024	Regular Meeting	2:00 PM*
June 12, 2024	Regular Meeting	2:00 PM*
July 10, 2024	Regular Meeting	2:00 PM*
August 14, 2024	Regular Meeting	2:00 PM*
September 11, 2024	Regular Meeting	2:00 PM*
<p><i>*Meetings will commence at the later of 2:00 PM, or conclusion of Center Lake Ranch West CDD Meetings, scheduled to commence at 1:30 PM</i></p>		

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

8A

AFFIDAVIT OF PUBLICATION

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
FOR ANNUAL AUDIT SERVICES

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Stefan Edward Pla, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
Oct. 19, 2023

Notice ID: QvjxyCgFtOVL8jgpYeYf
Notice Name: WESTVIEW SOUTH CDD*RFP Annual Audit Svcs

PUBLICATION FEE: \$68.19

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

Stefan Pla

Agent

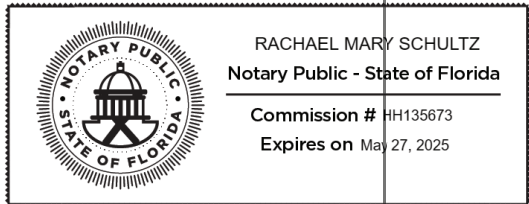
VERIFICATION

State of Florida
County of Charlotte

Signed or attested before me on this: 10/19/2023

Rachael Mary Schultz

Notary Public
Notarized online using audio-video communication



The Westview South Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2023, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Osceola and Polk Counties, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than June 30, 2024.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0899 ("District Manager"), in an envelope marked on the outside "Auditing Services, Westview South Community Development District." Proposals must be received by 12:00 p.m., on October 26, 2023, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

October 19, 2023

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

8B

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Westview South Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2023, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Osceola and Polk Counties, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than June 30, 2024.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Westview South Community Development District." Proposals must be received by 12:00 p.m., on October 26, 2023, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2023

Osceola and Polk Counties, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than October 26, 2023 at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Westview South Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (“**Proposal Documents**”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District’s limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. In accordance with the District’s Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be

filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

8C1



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

WESTVIEW SOUTH
Community Development District

Proposal Due: October 26, 2023
12:00PM

Submitted to:

Westview South
Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



Table of Contents

	PAGE
EXECUTIVE SUMMARY / TRANSMITTAL LETTER	1
FIRM QUALIFICATIONS.....	3
FIRM & STAFF EXPERIENCE.....	6
REFERENCES.....	11
SPECIFIC AUDIT APPROACH.....	13
COST OF SERVICES	17
SUPPLEMENTAL INFORMATION	19



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

October 26, 2023

Westview South Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2023, with an option for four additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Westview South Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



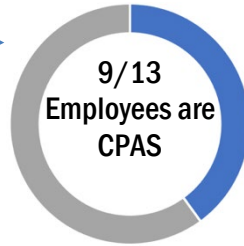
Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



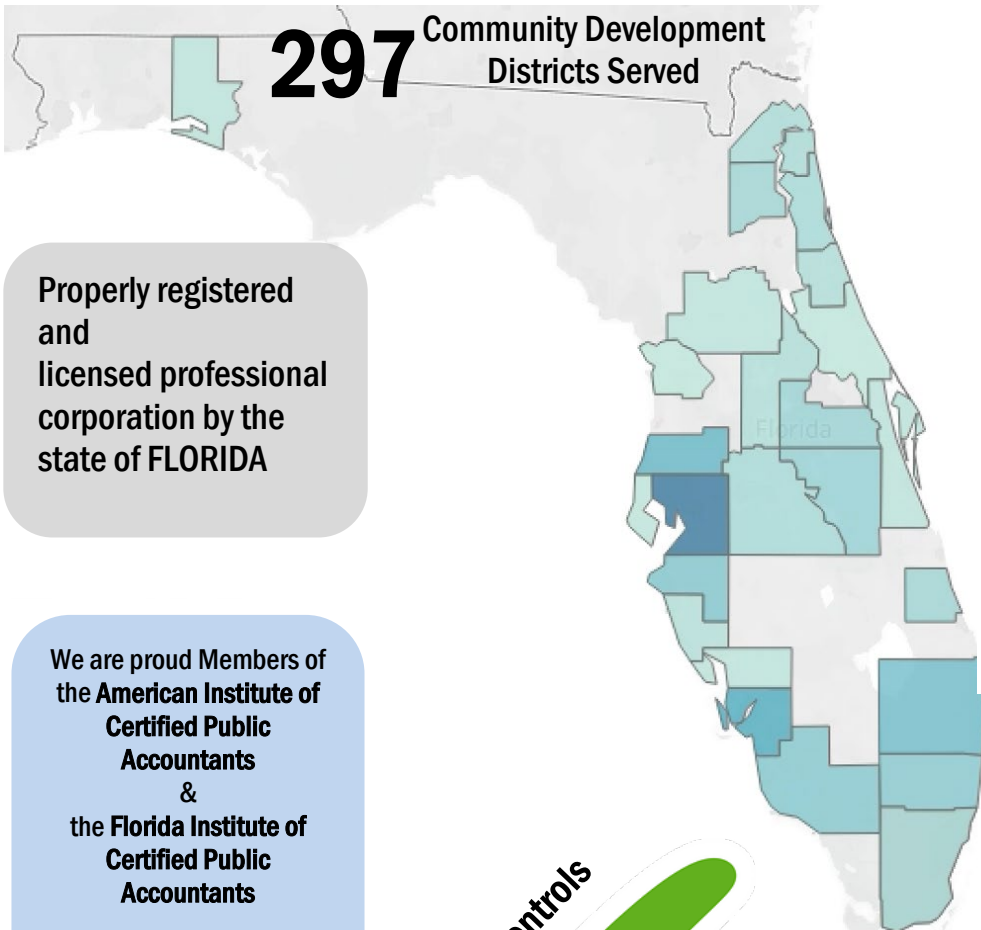
3 Partners
10 Professional Staff
2 Administrative Professionals



2005

Year founded

Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the American Institute of Certified Public Accountants & the Florida Institute of Certified Public Accountants

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



Florida Institute of Certified Public Accountants

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



Peer Review
Program

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

March 17, 2023

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

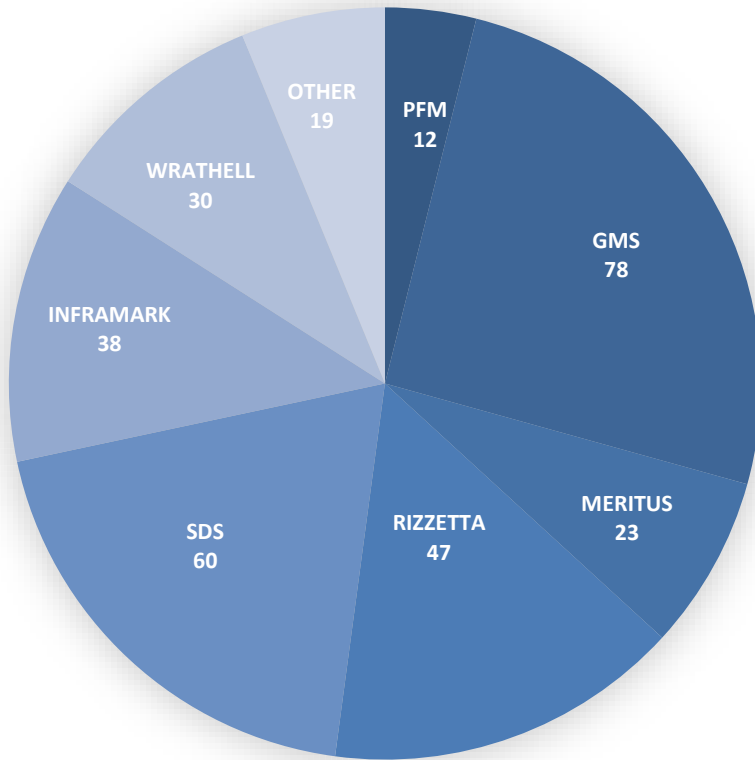
119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | www.ficpa.org

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

*Years Performing Audits: 35+
CPE (last 2 years): Government Accounting, Auditing: 40 hours; Accounting, Auditing and Other: 53 hours
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

David Caplivski, CPA (Partner)

*Years Performing Audits: 13+
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 64 hours
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

David Caplivski

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

- | | |
|--|--|
| Bayside Improvement Community Development District | St. Lucie West Services District |
| Dunes Community Development District | Ave Maria Stewardship Community District |
| Fishhawk Community Development District (I, II, IV) | Rivers Edge II Community Development District |
| Grand Bay at Doral Community Development District | Bartram Park Community Development District |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
| Boca Raton Airport Authority | |
| Greater Naples Fire Rescue District | |
| Key Largo Wastewater Treatment District | |
| Lake Worth Drainage District | |
| South Indian River Water Control | |

Professional Associations/Memberships

American Institute of Certified Public Accountants Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	40
Accounting, Auditing and Other	53
Total Hours	93 (includes of 4 hours of Ethics CPE)



David Caplivski, CPA/CITP, Partner
 Contact : dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
 Master of Accounting
 Nova Southeastern University (2002)
 Bachelor of Science
 Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
 AICPA Certified Information Technology Professional (2018)
 AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderhill GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

Professional Associations

Member, American Institute of Certified Public Accountants
Member, Florida Institute of Certified Public Accountants
Member, Florida Government Finance Officers Association
Member, Florida Association of Special Districts

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2023-2027 are as follows:

Year Ended September 30,	Fee
2023	\$4,500
2024	\$4,600
2025	\$4,700
2026	\$4,800
2027	<u>\$4,900</u>
TOTAL (2023-2027)	<u>\$23,500</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If Bonds are issued the fee would increase by \$1,500. The fee for subsequent annual renewals would be agreed upon separately.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
TOTAL	332	5	3	327	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing Westview South Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

8C11

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
PROPOSAL FOR AUDIT SERVICES**

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank
CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

October 26, 2023

TABLE OF CONTENTS

<u>DESCRIPTION OF SECTION</u>	<u>PAGE</u>
A. Letter of Transmittal	1-2
B. Profile of the Proposer	
Description and History of Audit Firm	3
Professional Staff Resources	4-5
Ability to Furnish the Required Services	5
Arbitrage Rebate Services	6
A. Governmental Auditing Experience	7-16
B. Fee Schedule	17
C. Scope of Work to be Performed	17
D. Resumes	18-36
E. Peer Review Letter	37
Instructions to Proposers	38-39
Evaluation Criteria	40



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

October 26, 2023

Westview South Community Development District
District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Westview South Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Westview South Community Development District. We will provide you with top quality, responsive service.

Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.

Fort Pierce / Stuart

Member AICPA

- 1 -
Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA

Westview South Community Development District
October 26, 2023

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Westview South Community Development District.

Very truly yours,

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	6
Managers (2 CPA's)	2
Senior/Supervisor Accountants (3 CPA's)	3
Staff Accountants (2 CPA)	11
Computer Specialist	1
Paraprofessional	7
Administrative	<u>5</u>
Total – all personnel	35

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Principal – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Westview South Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 74 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

ADDITIONAL SERVICES PROVIDED

Arbitrage Rebate Services

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 1,100 community development districts, and over 2,100 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Terracina Community Development
District
Jeff Walker, Special District Services
(561) 630-4922

Gateway Community Development
District
Stephen Bloom, Severn Trent Management
(954) 753-5841

The Reserve Community Development District

Darrin Mossing, Governmental Management
Services LLC
(407) 841-5524

Clearwater Cay Community Development
District
Cal Teague, Premier District Management

(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development
District

Beacon Lakes Community
Development District

Alta Lakes Community Development
District

Beaumont Community Development
District

Amelia Concourse Community
Development District

Bella Collina Community Development
District

Amelia Walk Community
Development District

Bonnet Creek Community
Development District

Aqua One Community Development
District

Buckeye Park Community
Development District

Arborwood Community Development
District

Candler Hills East Community
Development District

Arlington Ridge Community
Development District

Cedar Hammock Community
Development District

Bartram Springs Community
Development District

Central Lake Community
Development District

Baytree Community Development
District

Channing Park Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community
Development District

Vizcaya in Kendall
Development District

TSR Community Development
District

Waterset North Community
Development District

Turnbull Creek Community
Development District

Westside Community Development
District

Twin Creeks North Community
Development District

WildBlue Community Development
District

Urban Orlando Community
Development District

Willow Creek Community
Development District

Verano #2 Community
Development District

Willow Hammock Community
Development District

Viera East Community
Development District

Winston Trails Community
Development District

VillaMar Community
Development District

Zephyr Ridge Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

Current or Recent Single Audits.

St. Lucie County, Florida
Early Learning Coalition, Inc.
Gateway Services Community Development District.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Bannon Lakes Community Development District
Boggy Creek Community Development District
Capron Trail Community Development District
Celebration Pointe Community Development District
Coquina Water Control District
Diamond Hill Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Meadow Pointe III Community Development District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be \$3,100 for the year ended September 30, 2023. In addition, if a bond issuance occurs in the fiscal year ended September 30, 2023, the additional fee for each bond issuance is \$4,300. The fee is contingent upon the financial records and accounting systems of Westview South Community Development District being "audit ready" and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Westview South Community Development District as of September 30, 2023. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP

Director – 44 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

Professional Experience

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP (Continued)

Director

Continuing Professional Education

- ◆ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
 - Governmental Accounting Report and Audit Update
 - Analytical Procedures, FICPA
 - Annual Update for Accountants and Auditors
 - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Director – 36 years experience

Education

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharoes (2019-2021)

Professional Experience

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
 - St. Lucie County, Florida
 - 19th Circuit Office of Medical Examiner
 - Troup Indiantown Water Control District
 - Exchange Club Center for the Prevention of Child Abuse, Inc.
 - Healthy Kids of St. Lucie County
 - Mustard Seed Ministries of Ft. Pierce, Inc.
 - Reaching Our Community Kids, Inc.
 - Reaching Our Community Kids - South
 - St. Lucie County Education Foundation, Inc.
 - Treasure Coast Food Bank, Inc.
 - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued)

Director

Continuing Professional Education

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA

Director – 13 years total experience

Education

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA

Accounting and Audit Manager – 33 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

Counties:

St. Lucie County

Municipalities:

City of Fort Pierce

City of Stuart

Commitment to Quality Service

Personnel Qualifications and Experience
--

David F. Haughton, CPA (Continued)
Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

- Bluewaters Community Development District
- Country Club of Mount Dora Community Development District
- Fiddler’s Creek Community Development District #1 and #2
- Indigo Community Development District
- North Springs Improvement District
- Renaissance Commons Community Development District
- St. Lucie West Services District
- Stoneybrook Community Development District
- Summerville Community Development District
- Terracina Community Development District
- Thousand Oaks Community Development District
- Tree Island Estates Community Development District
- Valencia Acres Community Development District

Non-Profits:

- The Dunbar Center, Inc.
- Hibiscus Children’s Foundation, Inc.
- Hope Rural School, Inc.
- Maritime and Yachting Museum of Florida, Inc.
- Tykes and Teens, Inc.
- United Way of Martin County, Inc.
- Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General’s Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Commitment to Quality Service

Personnel Qualifications and Experience

Paul Daly

Staff Accountant – 11 years

Education

- ◆ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Melissa Marlin, CPA

Senior Staff Accountant – 9 years

Education

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Bryan Snyder

Staff Accountant – 8 years

Education

- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Maritza Stonebraker, CPA

Senior Accountant – 7 years

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

Continuing Professional Education

- ◆ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Jonathan Herman, CPA

Senior Staff Accountant – 9 years

Education

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

Professional Experience

- ◆ Accounting graduate with nine years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Sean Stanton, CPA

Staff Accountant – 5 years

Education

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

Continuing Professional Education

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Tifanee Terrell

Staff Accountant – 3 years

Education

- ◆ Florida Atlantic University, M.A.C.C. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Terrell is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Dylan Dixon

Staff Accountant – 1 year

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Brennen Moore

Staff Accountant

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Jordan Wood

Staff Accountant – 1 year

Education

- ◆ Indian River State College, A.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Wood is currently enrolled at Indian River State College to complete her bachelor's degree.
- ◆ Ms. Wood participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Wood is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Katie Gifford

Staff Accountant

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Gifford participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Rayna Zicari

Staff Accountant

Education

- ◆ Stetson University, B.B.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Zicari participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Zicari is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of November 30, 2022
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)



**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS District**

**Auditing Services for Fiscal Year 2023
Osceola and Polk Counties, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than October 26, 2023, at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Westview South Community Development District" on the face of it. Please include pricing for each additional bond issuance.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions ("Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

8D

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

AUDITOR EVALUATION MATRIX

RFP FOR ANNUAL AUDIT SERVICES	ABILITY OF PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	ABILITY TO FURNISH REQUIRED SERVICES	PRICE	TOTAL POINTS
PROPOSER	20 POINTS	20 POINTS	20 POINTS	20 POINTS	20 POINTS	100 POINTS
Berger, Toombs, Elam, Gaines & Frank						
Grau & Associates						

NOTES:

Completed by: _____

Board Member's Signature

Date: _____

Printed Name of Board Member

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2023**

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2023**

	General Fund	Debt Service Fund (2023 A1)	Debt Service Fund (2023 A2)	Capital Projects Fund (2023 A1)	Capital Projects Fund (2023 A2)	Total Governmental Funds
ASSETS						
Cash	\$ 11,583	\$ -	\$ -	\$ -	\$ -	\$ 11,583
Investments						
Revenue	-	15,500	-	-	-	15,500
Reserve	-	3,286,964	603,737	-	-	3,890,701
Prepayment	-	2,449,862	-	-	-	2,449,862
Capitalized interest	-	682,228	124,302	-	-	806,530
Construction A1	-	143,830	-	30,428,305	-	30,572,135
Construction A2	-	-	-	-	7,679,915	7,679,915
Cost of issuance	-	41,285	31,197	-	-	72,482
Due from Landowner	43,629	-	-	-	-	43,629
Total assets	<u>\$ 55,212</u>	<u>\$ 6,619,669</u>	<u>\$ 759,236</u>	<u>\$30,428,305</u>	<u>\$ 7,679,915</u>	<u>\$45,542,337</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	42,308	-	-	-	-	42,308
Due to other	14,252	-	-	2,106,131	-	2,120,383
Due to Landowner	-	4,799	-	23	-	4,822
Accrued wages payable	200	-	-	-	-	200
Tax payable	15	-	-	-	-	15
Retainage payable	-	-	-	147,307	-	147,307
Landowner advance	6,000	-	-	-	-	6,000
Total liabilities	<u>62,775</u>	<u>4,799</u>	<u>-</u>	<u>2,253,461</u>	<u>-</u>	<u>2,321,035</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	43,629	-	-	-	-	43,629
Total deferred inflows of resources	<u>43,629</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>43,629</u>
Fund balances:						
Restricted for:						
Debt service	-	6,614,870	759,236	-	-	7,374,106
Capital projects	-	-	-	28,174,844	7,679,915	35,854,759
Unassigned	(51,192)	-	-	-	-	(51,192)
Total fund balances	<u>(51,192)</u>	<u>6,614,870</u>	<u>759,236</u>	<u>28,174,844</u>	<u>7,679,915</u>	<u>43,177,673</u>
Total liabilities, deferred inflows of resources and fund balances	<u>55,212</u>	<u>6,619,669</u>	<u>759,236</u>	<u>30,428,305</u>	<u>7,679,915</u>	<u>45,542,337</u>
Total liabilities and fund balances	<u>\$ 55,212</u>	<u>\$ 6,619,669</u>	<u>\$ 759,236</u>	<u>\$30,428,305</u>	<u>\$ 7,679,915</u>	<u>\$45,542,337</u>

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ -	\$ -	\$ 274,204	0%
Total revenues	<u>-</u>	<u>-</u>	<u>274,204</u>	0%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	3,014	0%
Management/accounting/recording	4,000	4,000	48,000	8%
Legal	-	-	25,000	0%
Engineering	-	-	2,000	0%
Audit	-	-	6,000	0%
Arbitrage rebate calculation*	-	-	3,000	0%
Dissemination agent	167	167	4,000	4%
Trustee*	-	-	11,000	0%
DSF accounting	-	-	11,000	0%
Telephone	16	16	200	8%
Postage	-	-	500	0%
Printing & binding	41	41	500	8%
Legal advertising	-	-	6,500	0%
Annual special district fee	175	175	175	100%
Insurance	5,000	5,000	5,500	91%
Contingencies	-	-	500	0%
Meeting Room Rental	-	-	1,400	0%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>9,399</u>	<u>9,399</u>	<u>129,204</u>	7%
Field operations				
Environmental services	-	-	145,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>145,000</u>	0%
Total expenditures	<u>9,399</u>	<u>9,399</u>	<u>274,204</u>	3%
Excess/(deficiency) of revenues over/(under) expenditures	(9,399)	(9,399)	-	
Fund balances - beginning	<u>(41,793)</u>	<u>(41,793)</u>	-	
Fund balances - ending	<u>\$ (51,192)</u>	<u>\$ (51,192)</u>	<u>\$ -</u>	

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND (2023 A1)
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 3,167,739	0%
Assessment prepayments	885,844	885,844	-	N/A
Interest	22,582	22,582	-	N/A
Total revenues	<u>908,426</u>	<u>908,426</u>	<u>3,167,739</u>	29%
EXPENDITURES				
Debt service				
Principal	-	-	600,000	0%
Principal prepayment	-	-	1,550,000	0%
Interest	-	-	1,943,702	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>4,093,702</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	908,426	908,426	(925,963)	
Fund balances - beginning	<u>5,706,444</u>	<u>5,706,444</u>	<u>5,502,796</u>	
Fund balances - ending	<u>\$ 6,614,870</u>	<u>\$ 6,614,870</u>	<u>\$ 4,576,833</u>	

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND (2023 A2)
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 598,469	0%
Interest	3,067	3,067	-	N/A
Total revenues	<u>3,067</u>	<u>3,067</u>	<u>598,469</u>	1%
EXPENDITURES				
Debt service				
Principal	-	-	120,000	0%
Interest	-	-	361,701	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>481,701</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	3,067	3,067	116,768	
Fund balances - beginning	756,169	756,169	721,685	
Fund balances - ending	<u>\$ 759,236</u>	<u>\$ 759,236</u>	<u>\$ 838,453</u>	

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND (2023 A1)
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 135,454	\$ 135,454
Total revenues	135,454	135,454
EXPENDITURES		
Construction costs	3,516,937	3,516,937
Total expenditures	3,516,937	3,516,937
Excess/(deficiency) of revenues over/(under) expenditures	(3,381,483)	(3,381,483)
Fund balances - beginning	31,556,327	31,556,327
Fund balances - ending	\$ 28,174,844	\$ 28,174,844

**WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND (2023 A2)
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 31,156	\$ 31,156
Total revenues	31,156	31,156
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	31,156	31,156
Fund balances - beginning	7,648,759	7,648,759
Fund balances - ending	\$ 7,679,915	\$ 7,679,915

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Westview South Community Development District held a Public Hearing and Regular Meeting on August 9, 2023 at 2:00 p.m., at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746.

Present at the meeting were:

Josh Kalin	Chair
Patrick “Rob” Bonin	Vice Chair
Heather Isaacs	Assistant Secretary
Logan Lantrip	Assistant Secretary
Nora Schuster	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	District Counsel
Larry Thomas Ray	Interim District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 2:04 p.m.

All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public were present.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2023/2024 Budget**

A. Proofs/Affidavits of Publication

B. Consideration of Resolution 2023-40, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending

39 **September 30, 2024; Authorizing Budget Amendments; and Providing an Effective**
40 **Date**

41 Mr. Kantarzhi pointed out the new “Field Operations-Environmental services” budget
42 line item that was added to the Fiscal Year 2024 budget. Ms. Cerbone stated that, with the
43 Fiscal Year 2023 bond issue being larger than anticipated and another expected for Fiscal Year
44 2024, it is necessary to amend the Fiscal Year 2023 budget and adjust and add other budget line
45 items to the Fiscal Year 2024 budget.

46 Mr. Kalin indicated that he informed Ms. Cerbone that, based on the preliminary
47 schedules, October 2024 is the earliest they expect to commence the next bond issuance. Ms.
48 Cerbone stated she will confirm with Mr. Kalin in January 2024 regarding when the next bond
49 issuance is expected.

50

51 **On MOTION by Ms. Schuster and seconded by Mr. Kalin, with all in favor, the**
52 **Public Hearing was opened.**

53

54

55 No members of the public were present.

56

57 **On MOTION by Ms. Schuster and seconded by Mr. Lantrip, with all in favor, the**
58 **Public Hearing was closed.**

59

60

61 **On MOTION by Mr. Kalin and seconded by Ms. Isaacs, with all in favor,**
62 **Resolution 2023-40, Relating to the Annual Appropriations and Adopting the**
63 **Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September**
64 **30, 2024; Authorizing Budget Amendments; and Providing an Effective Date,**
65 **was adopted.**

66

67

68 **FOURTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2023/2024
Budget Funding Agreement**

69

70

71

72 **On MOTION by Ms. Schuster and seconded by Mr. Kalin, with all in favor, the**
73 **Fiscal Year 2023/2024 Budget Funding Agreement with LT Westview, LLC, and**
74 **authorizing the Chair or Vice Chair to execute, was approved.**

75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2023-41, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date

Ms. Cerbone presented Resolution 2023-41. The Fiscal Year 2023 budget is being amended to add the new “Field Operations-Environmental services” line item and \$100,000 associated cost related to the Bio-Tech Consulting, Inc. (Bio-Tech) Agreement, along with a minor adjustment to the Management fees. She received the executed Agreement from Bio-Tech and Field Operations Staff will coordinate with them on site to ensure any deliverables are delivered sooner rather than later.

Mr. Kalin asked if the contract is larger than this cost, which is pro-rated for only tasks that will occur in Fiscal Year 2023. Ms. Cerbone and Mr. Kantarzhi replied affirmatively.

On MOTION by Mr. Kalin and seconded by Mr. Bonin, with all in favor, Resolution 2023-41, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of CDD HOA Maintenance Agreement

Ms. Cerbone stated that the intent is to defer this item and for it to remain as a bookmark on the agenda until the HOA is fully operational.

Mr. Kalin stated that the Boulevard, the main spine road, will be the first area that the CDD will need to maintain; he will want to initiate the Agreement at the end of 2023, if the HOA has staff in place.

SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2023

111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146

On MOTION by Mr. Kalin and seconded by Mr. Bonin, with all in favor, Unaudited Financial Statements as of June 30, 2023, were accepted.

EIGHTH ORDER OF BUSINESS

Approval of Minutes

- A. June 26, 2023 Public Hearing and Regular Meeting**
- B. July 27, 2023 Continued Public Hearing and Regular Meeting**

On MOTION by Mr. Kalin and seconded by Mr. Lantrip, with all in favor, the June 26, 2023 Public Hearing and Regular Meeting and July 27, 2023 Continued Public Hearing and Regular Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Kutak Rock LLP**

Mr. Earlywine stated his office is working to ensure the utility turnovers are completed and the site work contracts are finalized.

- B. District Engineer (Interim): Atwell, LLC**

There was no report.

Regarding transitioning Atwell, LLC, as District Engineer, Ms. Cerbone asked if the designation can proceed, instead of incurring costs to readvertise, given there were no responses to the original Request for Qualifications (RFQ) for Engineering Services. Mr. Earlywine provided a suggestions while he continues his research on the Rules of Procedure.

On MOTION by Mr. Kalin and seconded by Mr. Bonin, with all in favor, accepting Atwell, LLC as the sole respondent to the Request for Qualifications (RFQ) for Engineering Services and awarding the contract for Project Engineering Services to Atwell, LLC, subject to District Counsel confirmation that there are no issues; otherwise, authorizing Staff to readvertise the Request for Qualifications (RFQ) for Engineering Services and Competitive Selection Criteria, was approved.

- C. District Manager: Wrathell, Hunt and Associates, LLC**

- 147 • **0 Registered Voters in District as of April 15, 2023**
- 148 • **NEXT MEETING DATE: September 13, 2023 at 2:00 PM**
- 149 ○ **QUORUM CHECK**

150 Discussion ensued regarding assignment of POD B and the Lift Station and acquisition of
151 the Pod A and 1A improvements as possible topics on the next agenda.

152 The next meeting will be on September 13, 2023, unless cancelled. A decision will be
153 made closer to the meeting date.

154

155 **TENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

156

157 There were no Board Members' comments or requests.

158

159 **ELEVENTH ORDER OF BUSINESS** **Public Comments**

160

161 No members of the public were present.

162

163 **TWELFTH ORDER OF BUSINESS** **Adjournment**

164

165

166 **On MOTION by Ms. Isaacs and seconded by Mr. Kalin, with all in favor, the**
167 **meeting adjourned at 2:28 p.m.**

168

169

170

171

172

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

173
174
175
176
177
178

Secretary/Assistant Secretary

Chair/Vice Chair

WESTVIEW SOUTH
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

*Hampton Inn & Suites Orlando South Lake Buena Vista
4971 Calypso Cay Way, Kissimmee, Florida 34746*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2023 CANCELED	Regular Meeting	2:00 PM*
November 8, 2023 CANCELED NO QUORUM	Regular Meeting	2:00 PM*
December 13, 2023	Regular Meeting	2:00 PM*
January 10, 2024	Regular Meeting	2:00 PM*
February 14, 2024	Regular Meeting	2:00 PM*
March 13, 2024	Regular Meeting	2:00 PM*
April 10, 2024	Regular Meeting	2:00 PM*
May 8, 2024	Regular Meeting	2:00 PM*
June 12, 2024	Regular Meeting	2:00 PM*
July 10, 2024	Regular Meeting	2:00 PM*
August 14, 2024	Regular Meeting	2:00 PM*
September 11, 2024	Regular Meeting	2:00 PM*

**Meetings will commence at the later of 2:00 PM, or conclusion of Center Lake Ranch West CDD Meetings, scheduled to commence at 1:30 PM*