

*North Powerline Road
Community Development District*

Meeting Agenda

October 22, 2025

AGENDA

North Powerline Road

Community Development District

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

October 15, 2025

Board of Supervisors Meeting **North Powerline Road Community Development District**

Dear Board Members:

A Board of Supervisors Meeting of the **North Powerline Road Community Development District** will be held **Wednesday, October 22, 2025 at 10:00 AM** at the **Offices of PRIME Community Management, 375 Avenue A SE, Winter Haven, Florida 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/83032630323>

Zoom Call-In Number: 1-646-876-9923

Meeting ID: 830 3263 0323

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (Public Comments are limited to three (3) minutes each)
3. Approval of Minutes of the September 24, 2025 Board of Supervisors Meeting
4. Consideration of Resolution 2026-01 Setting a Public Hearing on the Adoption of Amended and Restated Rules Relating to Parking and Parking Enforcement
5. Presentation of Items Related to Irrigation & Well Permitting in Bella Vita Phase 3
 - A. Consideration of Irrigation Cost Share and Easement Agreement
 - B. Consideration of Bill of Sale and Assignment of Well Permits for Irrigation Wells
 - C. Consideration of Resolution 2026-02 Regarding Acquisition of Irrigation Wells
 - D. Ratification of Documents for Irrigation Wells Permit Transfer
6. Ratification of Agreement for Holiday Lighting
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report (*to be provided under separate cover*)
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Next Meeting is Scheduled for **Wednesday, November 12, 2025**
8. Other Business
9. Supervisors Requests and Audience Comments
10. Adjournment

MINUTES

**MINUTES OF MEETING
NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the North Powerline Road Community Development District was held on **Wednesday, September 24, 2025**, at 10:00 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Boulevard, Winter Haven, Florida.

Present and constituting a quorum:

Bobbie Shockley	Chairperson
Alexis Diaz	Vice Chairperson
Jessica Spencer	Assistant Secretary
Mauricio Gatica	Assistant Secretary
Lindsey Roden (<i>via Zoom</i>)	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Savannah Hancock	District Counsel, Kilinski Van Wyk
Marshall Tindall	Field Manager, GMS

The following is a summary of the discussions and actions taken at the September 24, 2025, North Powerline Road Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 10:01 a.m. and called the roll. A quorum was present.

SECOND ORDER OF BUSINESS

Public Comment Period (*Public Comments are limited to (3) minutes each*)

Ms. Burns opened the public comment period. There being no comments, the public comment period was closed.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the July 23, 2025
Board of Supervisors Meeting**

Ms. Burns presented the minutes of the July 23, 2025, Board of Supervisors meeting, which were included in the agenda package. There were no comments or corrections.

On MOTION by Ms. Shockley, seconded by Ms. Spencer, with all in favor, the Minutes of the July 23, 2025 Board of Supervisors Meeting, were approved as presented.

FOURTH ORDER OF BUSINESS

Public Hearing

A. Public Hearing on the Adoption of the Amended and Restated Rules Relating to Parking Enforcement

Ms. Burns stated that this public hearing was advertised in the paper as required by Florida Statutes.

On MOTION by Ms. Spencer, seconded by Ms. Shockley, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2025-19 Adopting Amended and Restated Rules Relating to Parking and Parking Enforcement *(amended parking map to be provided under separate cover)*

Ms. Burns presented Resolution 2025-19 Adopting the Amended and Restated Rules Relating to Parking and Parking Enforcement, which was included in the agenda package. The CDD currently had parking restrictions in Phases 1 and 2, in place. However, several resident complaints were received, that people were parking in the parking spots at the mailboxes long-term or overnight, preventing people from utilizing those spaces as they were intended, which was to pull up, get their mail and leave. People were also blocking the roadways, because parking spots were not available. This resolution would designate all of those parking areas as five-minute parking. Resident (Lucretia Grant, 1706 Tree Shade Drive) noted that people park there to utilize the pool and questioned how to determine who was using the pool. Ms. Burns indicated that these were the parking spots in the roadway tract by the mailboxes approaching Penguin Drive, that were near Phase 3 and not the parking that shares the amenity lot.

On MOTION by Ms. Shockley, seconded by Ms. Spencer, with all in favor, Resolution 2025-19 Adopting the Amended and Restated Rules Relating to Parking and Parking Enforcement to include five-minute parking only at the mailboxes, was approved.

Ms. Burns reported that the map would identify those parking spaces as five-minute parking only.

On MOTION by Ms. Spencer, seconded by Ms. Shockley, with all in favor, Closing the Public Hearing, was approved.

FIFTH ORDER OF BUSINESS

Presentation of Memo Regarding Amendments to District Rules of Procedure

A. Consideration of Resolution 2025-20 Setting a Public Hearing on the Adoption of Amended and Restated Rules of Procedure for the District

Ms. Burns presented a memorandum regarding amendments to the District Rules of Procedure, as well as Resolution 2025-20 Setting a Public Hearing on the Adoption of Amended and Restated Rules of Procedure for the District. Ms. Hancock reported that during this past legislative session, which concluded in early May, the legislature made a few changes to the statutes that help govern CDD processes. The Rules of Procedure that were adopted when a District was created, basically governs the processes for going out for Request for Proposals (RFP), for something like landscaping or engineering and this procedure just goes through the rules and updates them to be compliant with the new law. The biggest change that was probably the most impactful, would be the notices of rule development and rulemaking. These notices used to be published 29 days and 28 days prior to the public hearing. However, the change in the legislature now puts that at 35 days and 28 days. It must be published in a newspaper of general circulation, which in Polk County, The Lakeland Ledger was frequently used, as well as any other type of local paper. Therefore, when a public hearing was scheduled during Board meetings, it must be done two months ahead of time.

Ms. Hancock indicated that another change was for competitive purchases, if there was a public works project, as defined in the Statute, as an activity that was paid for any local or State appropriated fund. It would consist of the construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project and gas or electrical distribution system. When going through the criteria, they would no longer be able to consider the amount of work that a particular company has done with the State or the local government. For example, they used to

consider a contractor who has done \$15 million worth work with the State this year, but now they could no longer consider that. They also did some clean up items the Rules of Procedure, defining business hours from 9:00 a.m. to 5:00 p.m. Ms. Burns noted that the date of the public hearing was November 12, 2025 at 10:00 a.m., at the new meeting location.

On MOTION by Ms. Shockley, seconded by Ms. Spencer, with all in favor, Resolution 2025-20 Setting a Public Hearing on the Adoption of Amended and Restated Rules of Procedure for the District for November 12, 2025 at 10:00 a.m. at PRIME Community Management, 375 Avenue A SE, Winter Haven, Florida, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-21 Spending Authorization Resolution

Ms. Burns presented Resolution 2025-21 Spending Authority Resolution, which was included in the agenda package. This was an administrative resolution, that sets spending limits for the Chair or Vice Chair in their absence, along with the District Manager outside of a meeting, in the event that items needed to be approved. With this resolution, the District Manager was authorized to approve expenses up to \$2,500, the Chair or Vice Chair, may approve expenses over \$10,000 and the District Manager or Chair may jointly authorize expenses up to \$25,000. This would be in the event of a hurricane or any emergency situation.

On MOTION by Ms. Spencer, seconded Ms. Shockley, with all in favor Resolution 2025-21 Confirming Authorization to Pay Invoices for Work Previously Approved; Authorizing the Chair or Vice Chair of the Board of Supervisors and the District Manager to Enter into Time Sensitive and Emergency Contracts and Disburse Funds for the Payment of Certain Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold and Providing for the Repeal of Prior Spending Authorizations; Providing for an Effective Date, was approved.

**Ms. Roden joined the meeting at this time.*

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-22 Amending the Meeting Location for Fiscal Year 2026 Board Meetings

Ms. Burns presented Resolution 2025-22 Amending the Meeting Location for Fiscal Year 2026, which was included in the agenda package. It changed the meeting location to PRIME Community Management, 375 Avenue A SE, Winter Haven, Florida, as more residents were attending in person and this location was bigger and had more space. This starts next month.

On MOTION by Ms. Spencer, seconded Ms. Shockley, with all in favor, Resolution 2025-22 Amending the Meeting Location for Fiscal Year 2026 to PRIME Community Management, 375 Avenue A SE, Winter Haven, Florida, was approved.

EIGHTH ORDER OF BUSINESS

Ratification of License Agreement with Horse Creek at Crosswinds Phase 1 HOA for HOA Events

Ms. Burns presented a License Agreement with Horse Creek at Crosswinds Phase 1 HOA for HOA Events, which was included in the agenda package. This was due to an email that was received from the HOA Manager, stating that the HOA wanted to do some community events on CDD property, in the grass areas outside of field or in the CDD parking lot. This was a blanket agreement with the HOA, authorizing the HOA to hold community events on CDD property and outlines those provisions. There was a form that they could fill out for each individual event. The first one was a Trunk or Treat Halloween event. This would give staff the ability to approve those HOA events, rather than doing an agreement each time. Ms. Hancock pointed out that it required the HOA to hold special insurance for events that included bounce houses or dropping Easter eggs from a helicopter.

On MOTION by Ms. Shockley, seconded Ms. Spencer, with all in favor, the License Agreement with Horse Creek at Crosswinds Phase 1 HOA for HOA Events, was ratified.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hancock reminded the Board about the four hours of ethics training that was required to be completed by December 31st. It was once per calendar year. Once the Supervisor completed the training, they should email staff, as there was no tracking system and it was self-reporting. It

would reset on January 1st. Ms. Spencer questioned where the videos were. Ms. Hancock would provide the link.

B. Engineer

Ms. Burns reported that the engineer was not present today, as there was nothing engineering related.

C. Field Manager's Report *(to be provided under separate cover)*

Mr. Tindall presented the Field Manager's Report, which was provided under separate cover. There were a couple of small contracts with a note to follow through with them. Everything was fine with the amenity. Everything was neat and tidy, as they enter the off-season. They planned to do some furniture cleaning, in the next month or so, since it was past the busy season and there was some mildew on back of a few of the chairs that were in shadier spots. There was an issue with the playground fences, that they were working on for some time. This was the third Account Manager that they had with Fence Outlet. Initially everything seemed good, but they hit a hiccup with the survey. They wanted to do both fences at the same time, which he did not have an issue with, but it took some time to do the surveying. Eventually they did and did not have to pay for it, which was good. However, the second Account Manager backed down on the price and decided to do a small increase, but then he found out that they left Fence Outlet. The third Account Manager adjusted the two prices. The aluminum went up, but then he decreased the price on the vinyl fence and the net change was \$260. The original vinyl fence was \$6,855 and the new price was \$6,380. The price for the aluminum went from \$6,474 to \$7,175 and the increase overall was \$226. As a result, they issued two new contracts, which were provided to the Board. They would just need to adjust the exhibit and the agreement, assuming that the Board still wanted to deal with this vendor. He would push them to get this done in 30 days or less, but if they failed to do so, they must reevaluate whether they should be the vendor, unless they provided a hard date within a reasonable period. However, another fence vendor was more expensive and therefore, Fence Outlet, was the cheapest vendor around. If the Board was amenable to these two changes, Mr. Tindall recommended pushing Fence Outlet and if they were unable to meet these prices with the third Account Manager, they would move past it and get another fence vendor.

Ms. Shockley asked if these were in budget. Mr. Tindall confirmed that the change was \$226, which was a minor amount overall and the bigger issue was getting them to execute the

contracts, at this point. Ms. Spencer asked if they could make the approval contingent on a 30-day timeframe. Mr. Tindall felt that they could do so. Ms. Shockley asked if they signed the agreement. Mr. Tindall confirmed that everything was in place, but they informed him that there was a small price change and did not hear anything further. A Resident questioned what the fence was for. Mr. Tindall indicated that one was for the Phase 4 playground in Deer Run, which would separate the playground from a private lot and the other was an aluminum fence around the playground at the pool. The price difference was \$226 for the two projects. They were able to reduce the vinyl fence, but the aluminum price for the material increased. Ms. Burns pointed out that this would be an update to the existing contract. Mr. Gatica asked if they could get more vendors. Ms. Burns stated it was up to the Board. Mr. Tindall recommended ensuring that the contracts were signed within 30 days or less. Ms. Burns indicated if they did not sign it, they would bring quotes back at the next meeting. Mr. Gatica questioned the expectation to start the work and if the price would increase. Mr. Tindall stated that he would need to finalize the contract execution, at this point and would have them sign it within two weeks. Ms. Hancock pointed out that the agreement provided that no amendments could occur without something written and approved by both parties.

On MOTION by Ms. Spencer, seconded by Mr. Gatica, with all in favor, the updated fence proposal with Fence Outlet for a price increase of \$226, was approved.
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Mr. Tindall reported that the landscape vendor has everything mowed in detail and there was nothing out of the ordinary. There were sod repairs that were approved at the last meeting. They sloped the edge of the sod behind the home and would monitor it, to ensure that no other areas needed to be addressed at this time. They still had some grading work to do, which was approved at the last meeting and would monitor it and bring an update at the next meeting. There was some dissatisfaction with the fountain nozzle. If the Board was unhappy with it, they could try to refund it. The vendor said that they would take that nozzle back and switch it back out. It does tighten the cone up and push it more vertical. The fountain probably needs to be serviced. The existing contract was \$1,800 per year for a monthly service. The existing vendor was the aquatics vendor; however, they were not an approved vendor and could not provide this service. The company that installed the fountain, could provide this service for \$165. Ms. Shockley asked if the issue was that the water was not shooting up high enough. Mr. Tindall recalled that the

fountain that was installed was 1.5 horsepower, which was .5 horsepower more than the original fountain. However, the overall cone lacked invisibility from the road, with the growing hedges and recessed nature of the pond. To rectify it, the vendor who installed the fountain could install a different nozzle that would have a tighter cone, to provide more vertical volume for \$600. However, if the Board was unhappy with it, they would install the original nozzle. Ms. Spencer pointed out that it looked like the same height. Mr. Tindall felt that the overall height was still limited by the overall horsepower. Ms. Shockley noted that it looked a little higher. Mr. Gatica did not see it until he was into the curb. Mr. Tindall would talk to the vendor to see if they could pull the nozzle, replace the original one and provide a refund. Ms. Burns suggested that the Board look at the nozzle and discuss this further at the next meeting.

On MOTION by Ms. Spencer, seconded by Ms. Shockley, with all in favor, terminating the existing fountain maintenance, was approved.

On MOTION by Ms. Spencer, seconded by Ms. Shockley, with all in favor, one-time fountain maintenance in an amount not-to-exceed \$200, was approved.

Mr. Tindall provided some general site items and discussion on the hog issues. They had a water flush valve issue. There were a number throughout the community, that were installed at the edge of the road near pond shoulders. That valve dumps a large amount of water to clean the line and over time, especially if there was stress, it erodes into the sod in the ground and opens up a valley down to the pond. As a result, they installed drains with timber framing and additional gravel, to run most of that water directly to the pond, so that it did not get worse. As far as the hogs, he was in communication with the vendor that was doing the hog trapping. He did not see any additional activity, so that activity was stopped at two months after the approval. They would continue to monitor the site to see if anything new shows up. There were no additional reports since the seven hogs were trapped. Mr. Tindall received a renewal from the pool vendor, requesting a 4% increase, which was forecasted previously when the budget was approved. It would start in October and the new monthly total was \$2,830.

On MOTION by Ms. Spencer, seconded by Ms. Shockley, with all in favor, renewal of the pool vendor in the amount of \$2,830, was approved.

Mr. Tindall asked if the Board wanted to limit the parking at Phase 4, as there were multiple spaces, but it was abutting a playground and dog park. There were five spaces total but questioned whether the Board wanted to limit it to three spaces. Ms. Burns recommended re-opening the public hearing on the adoption of the Amended and Restated Rules relating to parking enforcement.

On MOTION by Mr. Diaz, seconded by Ms. Spencer, with all in favor, Re-Opening the Public Hearing, was approved.

Mr. Tindall reported that there were three areas for parking at the mailboxes, which was a good location. However, the only one that he was uncertain of, was the one in Phase 4, as it was pull out parking for the playground and dog park. He suggested limiting the amount of pull-out parking for the mailboxes. Ms. Shockley questioned what they approved for the five-minute parking. Ms. Spencer recalled that originally it was all mailbox parking. Mr. Diaz did not want to have overnight parking and preferred to have five-minute parking for the mailboxes and the playground should be until Midnight, the same as Phase 1. Mr. Tindall asked if there should be five-minute parking in half of those spaces, if the mailbox parking was the same as the playground. Mr. Diaz was amenable to having two parking spaces for five-minute parking for the mailboxes and three for the playground and pool. *There was Board consensus.* Mr. Tindall would shift the two mailbox parking spaces to the sidewalk pad, so he could place a sign in the grass, as opposed to installing them in the sidewalk. Ms. Burns clarified that there would be one five-minute parking spot at the pool and all of the Phase 3 roadway tracts would service that mailbox and two of the parking spots in Phase 4, would service the mailbox and playground.

Ms. Burns opened the floor to public comments on the proposed mailbox parking. A Resident questioned the mailbox parking. Ms. Burns indicated that there were three separate ones: one in Phase 1, one in Phase 3 and one in Phase 4. A Resident questioned who would enforce it. Ms. Burns explained that it would be through the towing vendor, if they see a car was there for more than five minutes. The Resident asked if anyone in the community that notices a car parked

there for more than an hour, should call. Ms. Burns replied affirmatively. A Resident asked if the spot would be for someone to get their mail and come back out. Ms. Burns pointed out that one spot was reserved, but they were welcome to park in any of the other spots to get their mail, but this policy was designating this parking spot for five-minute parking only. However, if someone was in this spot, residents were welcome to park in any of the other spots to get their mail. There were no other comments.

On MOTION by Ms. Spencer, seconded by Mr. Diaz, with all in favor, Resolution 2025-19 Adopting the Amended and Restated Rules Relating to Parking and Parking Enforcement to include five-minute parking only at the mailboxes, was approved as amended.

On MOTION by Ms. Spencer, seconded by Mr. Diaz, with all in favor, Closing the Public Hearing, was approved.

Mr. Tindall recommended that the District Engineer review the item that Mr. Diaz had mentioned, the intersection stop sign at Tiny Flower and Cool Summer Lane, as there was currently one stop sign at that location. There was some discussion to reintroduce parking along Tiny Flower and asked if there must be a separate hearing for that. Ms. Burns indicated that the District Engineer could look at the stop sign, as this was not really a parking issue, but if it was for a multi way stop, they may need approval from the city. Mr. Diaz explained that he wanted a stop sign there, because from Tiny Flower, when driving from Cool Summer Lane, cars could not be seen coming up the right side. Ms. Burns pointed out that there was no on-street parking upon entering the community, unless designated and the issue was having a policy to have signage. Ms. Hancock stated based on all of the Districts that they represent, it was best to have it consistent throughout the community and suggested obtaining feedback from their towing vendor, as this was more than just installing signs and trying it out. Ms. Burns felt that there would be a risk of towing vendors improperly towing vehicles, as there may be different policies for different areas. There would also be confusion from residents, the more variation that they do, as residents would be upset for being improperly towed. However, in order to do so, they must have a public hearing and redo the rules, in order to install the signs. Mr. Diaz pointed out that all he was trying to do, was to find a solution, but felt that the tow vendor was not doing their job. Ms. Burns stated that the tow vendor could be

changed at any time, but if they terminate it, there could be some downtime. Mr. Diaz pointed out that he was trying to avoid any safety issues.

Ms. Hancock advised that legally they could not make a change like that, without going through another public hearing and it would not be until December. At the next meeting, the Board could set the public hearing for December. Because there were more residents than usual, she pointed out that the only thing that the CDD could do, was tow. They could not put stickers or ticket cars. If the Board wanted, she could bring back a policy to say that no parking was allowed, except for Friday at 5:00 p.m. through Sunday at 6:00 p.m. and go through the public hearing process. Ms. Burns asked if it was only for this area or for all of the phases. Mr. Diaz preferred to do it for all of the phases, as people were knocking on his door about parking and speeding. Ms. Burns recalled that it was discussed at the last public hearing, when the Phase 2 parking was added, about redoing the entire policy to allow for no on-street parking and ultimately the Board decided to go with this policy. However, if the Board wanted to change from the existing policy, they would need to do another public hearing. Ms. Spencer asked if Mr. Diaz wanted to change the overnight parking. Mr. Diaz wanted to have no overnight parking. Ms. Burns recommended that the Board think about the type of policy that they wanted, review what they were actually proposing and add it to a future discussion. After further discussion, there was Board consensus for District Counsel to provide a policy for no overnight street parking from 10:00 p.m. to 6:00 a.m., unless it was on a Friday, Saturday or Sunday night, to the next meeting.

D. District Manager's Report

i. Approval of Amenity Policy Clarification Regarding Access Card Insurance

Ms. Burns recalled that the Board previously discussed having insurance for the bridge between Phases 1 and 2. The value of that bridge as constructed, was about \$2 million. The Board previously decided to add that to the policy for the upcoming year, but the cost would be \$14,826 to do that. Since this was not a bridge that has traffic that goes underneath it and there was no likelihood of it getting hit, the Board ultimately decided not to put the bridge on the policy and questioned whether the Board wanted to keep it the same or include it. Mr. Gatica questioned the life expectancy of the bridge. Ms. Burns would ask the District Engineer. Mr. Tindall pointed out that it was a concrete and steel structure and was basically new, as it was installed three years ago. In addition, it was concrete, not asphalt. It was not a short-term bridge. Discussion ensued and there was Board consensus to not include it. Ms. Burns requested that the Board amend the

Amenity Policy to say that residents must register for access before receiving a card and must provide their deed and lease, as the current policy stated that residents would be provided with a card upon closing.

On MOTION by Ms. Shockley, seconded by Ms. Spencer, with all in favor, amending the Amenity Policy to say residents must register for access before receiving a card and must provide their deed and lease, was approved.

ii. Approval of Check Register

Ms. Burns presented the Check Register for July 8, 2025 to September 12, 2025 in the amount of \$131,374.83, which was included in the agenda package.

On MOTION by Mr. Diaz, seconded by Ms. Spencer, with all in favor the, Check Register for July 8, 2025 to September 12, 2025 in the amount of \$131,374.83, was approved.

iii. Balance Sheet & Income Statement

Ms. Adams presented the Unaudited Financial Statements through August 31, 2025, which were included in the agenda package.

TENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Supervisors Requests

Mr. Diaz apologized for being late to the meeting, but his wife was almost due, and they had a scare this morning and asked if they removed the black fence. Ms. Burns confirmed that it was removed.

Audience Comments

Resident (Aimee) voiced concern about getting rid of overnight street parking, except on weekends, as they had no guest parking and they had guests that stay more than just on weekends.

A Resident who lived in Horse Creek questioned where the new roads were going. Ms. Burns pointed out that this was not a CDD project. It was for the Powerline Road extension, which was a county project. The Resident asked if it was possible to have some type of light at the entrance of Horse Creek, because there was no light coming down 17. Ms. Burns confirmed that this was a county project, as it was on a county road and outside of the community, but they could light the entrance monument. Discussion ensued and Mr. Tindall was asked to look into some options and bring back to the next meeting. A Resident voiced concern about the speeding and the consideration of speed bumps, as there were speed bumps that were meant for shallow roads. Several communities in Davenport were using them and they were effective. Ms. Hancock explained that any speed bump installation, must go through the District Engineer, as it must be constructed to certain standards and must be approved by the county. They must also redo the Development Plan to include speed bumps on roads. Ms. Burns believed so, as they were not part of the original traffic plan and would include it on the next agenda for Board consideration. A Resident (Danae) asked if the CDD was in charge of cleaning light posts throughout the community. Ms. Burns indicated that the light poles were owned and maintained by the utility provider.

TWELFTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Spencer, seconded by Mr. Diaz, with all in favor the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES RELATING TO PARKING AND PARKING ENFORCEMENT.

WHEREAS, the North Powerline Road Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “**Board**”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Board intends to adopt *Amended and Restated Rules Relating to Parking and Parking Enforcement* (the “**Policy**”), a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on such Policy at a meeting of the Board to be held on **Wednesday, December 10, 2025, at 10:00 AM at the Offices of PRIME Community Management, 375 Avenue A SE, Winter Haven, Florida 33880.**

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes* and all prior actions taken for the purpose of publishing notice are hereby ratified.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of October 2025.

ATTEST:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Amended and Restated Rules Relating to Parking and Parking Enforcement

Exhibit A

Proposed Amended and Restated Rules Relating to Parking and Parking Enforcement

[Begins on following page.]

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT
AMENDED AND RESTATED RULES RELATING TO PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, Florida Statutes, and on _____, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the North Powerline Road Community Development District (“District”) adopted the following policy to govern parking and parking enforcement on certain District property (“Policy”). This Policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that Parked Oversized Vehicles, Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This Policy is intended to provide the District’s residents and paid users with a means to remove such Oversized Vehicles, Vehicles, Vessels and Recreational Vehicles from areas that are not designated for Parking.

SECTION 2. DEFINITIONS.

- A.** *Designated Parking Areas.* Areas which have been explicitly approved for Parking by the District, including areas indicated by asphalt markings and areas designated on the map attached hereto as **Exhibit A** and indicated by signage.
- B.** *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not. This term shall include, but shall not be limited to, Oversized Vehicles, Recreational Vehicles, and Abandoned/Broken-Down Vehicles.
- a. *Oversized Vehicle.* As used herein, “Oversized Vehicle” shall mean the following:
- i. Any Vehicle or Vessel heavier or larger in size than a one-ton, dual rear wheel pick-up truck;
- ii. Motor Vehicles with a trailer attached;
- iii. Motor coaches/homes;
- iv. Travel trailers, camping trailers, park trailers, fifth-wheel trailers, semi-trailers, or any other kind of trailer;
- v. Mobile homes or manufactured homes.
- b. *Abandoned/Broken-Down Vehicle.* A vehicle that has no license plate, has expired registration, is visibly not operational, or has not moved for a period of seven (7) days.
- c. *Recreational Vehicle.* A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- C.** *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- D.** *Park(ed)/(ing).* A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.

- E. *Tow-Away Zone.* District property in which Parking is prohibited and in which the District is authorized to initiate a towing and/or removal action. **Any District property not designated as a Designated Parking Area is a Tow-Away Zone.**
- F. *Overnight.* Between the hours of 10:00 p.m. and 6:00 a.m. daily.
- G. *Mailbox Parking.* Spots designated for mail pick up.

SECTION 3. DESIGNATED PARKING AREAS. Parking is permitted only in Designated Parking Areas, as indicated by asphalt markings for Parking spaces and as indicated on the map attached hereto as **Exhibit A** for certain on-street Parking areas. On-street Parking is expressly prohibited on District roadways except where indicated. **Any Vehicle Parked on District property, including District roads, if any, must do so in compliance with all laws, ordinances, and codes, and shall not block access to driveways and property entrances.**

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. All District property which is not explicitly designated for Parking shall hereby be established as “Tow-Away Zones” for all Vehicles, including Oversized Vehicles, Vessels, Recreational Vehicles as set forth in Section 6 herein (“**Tow-Away Zone**”).

SECTION 5. OVERNIGHT PARKING. Overnight Parking in the Designated Parking Areas is only permitted on Friday, Saturday, and Sunday nights. Any Vehicle Parked in the Designated Parking Areas Overnight on Monday, Tuesday, Wednesday, or Thursday shall be subject to towing at the Owner’s expense.

SECTION 6. EXCEPTIONS.

- A. **ON-STREET PARKING EXCEPTIONS.** Oversized Vehicles, Recreational Vehicles, and Vessels are not permitted to be Parked on-street Overnight and shall be subject to towing at Owner’s expense.
- B. **ABANDONED/BROKEN-DOWN VEHICLES.** Abandoned and/or broken-down Vehicles are not permitted to be Parked on District property at any time and are subject to towing at the Owner’s expense.
- C. **PARKING DURING AMENITY HOURS.** Vehicles may Park in the Designated Parking Areas of amenity facilities depicted in **Exhibit A** during the open hours of operations of such amenity facilities, including any District-authorized special events occurring outside of regular hours of operation. Otherwise, no Overnight Parking is permitted at the amenity facilities except as permitted in accordance with Section 5.
- D. **VENDORS/CONTRACTORS.** The District Manager or his/her designee may authorize vendors/consultants in writing to Park company vehicles in order to facilitate District business. All vehicles so authorized must be identified by a Parking pass issued by the District.
- E. **DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES.** Delivery vehicles, including but not limited to, U.S.P.S., U.P.S., Fed Ex, moving company vehicles, and lawn maintenance vendors may Park on District property while actively engaged in the operation

of such businesses. Vehicles owned and operated by any governmental unit may also Park on District property while carrying out official duties.

- F. MANNER OF PARKING.** Vehicles and Vessels of any kind may not be Parked such that they utilize additional spaces, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District's property, restrict the normal operation of the District's business, or otherwise poses a danger to the District, its residents and guests, the general public, or the property of same. All Parking must comply with all state and local laws and ordinances.
- G. MAILBOX PARKING.** Mailbox Parking is limited to five (5) minutes. Any Vehicles Parked in the Mailbox Parking area for extended periods of time, including Overnight, shall be subject to towing at Owner's expense.

SECTION 7. TOWING/REMOVAL PROCEDURES.

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

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

SECTION 9. AMENDMENTS; DESIGNATION OF ADDITIONAL TOW-AWAY ZONES OR DESIGNATED PARKING AREAS. The Board in its sole discretion may amend these Rules Related to Parking and Parking Enforcement from time to time to designate new Tow-Away Zones or Designated Parking Areas as the District acquires additional common areas. Such designations of new Tow-Away Zones and Designated Parking Areas are subject to proper signage and notice prior to enforcement of these rules in such areas.

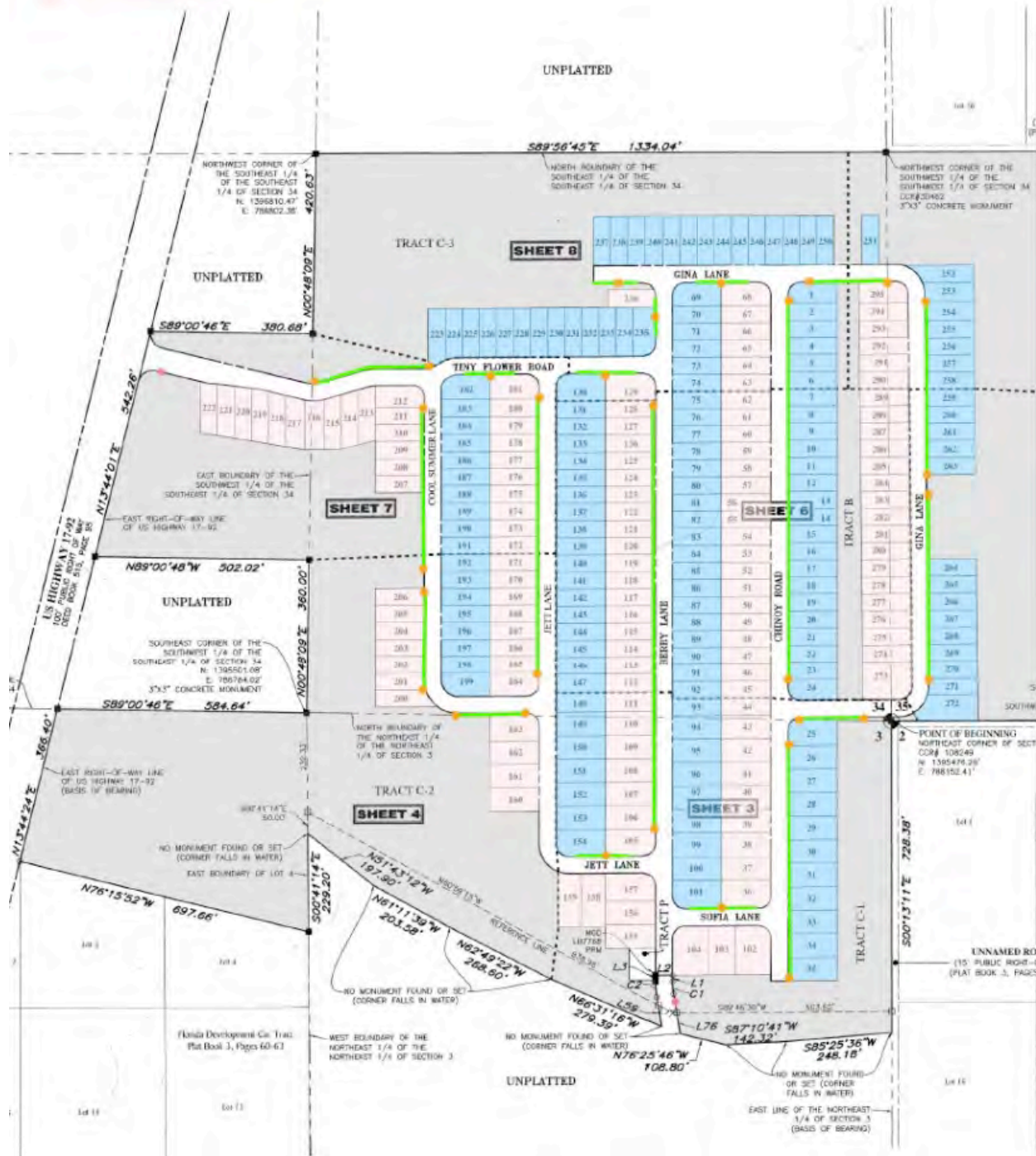
EXHIBIT A – *Designated Parking Areas (highlighted areas)*

Effective date: _____

EXHIBIT A
Designated Parking Areas

- Tow Policy Sign
- Parking Allowed Arrow Signs
- Parking zones
- Odd Addresses

North Powerline Road CDD - Parking Zones



SECTION V

SECTION A

Meredith W. Hammock
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301

COST SHARE AND EASEMENT AGREEMENT

THIS COST SHARE AND EASEMENT AGREEMENT (“Agreement”) is made and entered into to be effective this ____ day of September 2025, by and between:

North Powerline Road 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 Governmental Management Services, LLC, 219 East Livingston Street, Orlando, Florida 32801 (**“District”**); and

Horse Creek Service Provider, LLC, a Florida limited liability company, whose address is 346 East Central Avenue, Winter Haven, Florida 33880 (**“Service Provider”**) and together with the District, the **“Parties”**).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Polk County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, irrigation wells, stormwater management infrastructure, roadway improvements, and certain common areas, specifically **Tracts C-1 and C-2 as identified on the Plat titled “Bella Vita Phase 3,” recorded at Book 198, Pages 1 et seq., of the Official Records of Polk County, Florida (“District Property”)**; and

WHEREAS, the Service Provider owns and/or is responsible for providing irrigation to certain private townhome properties adjacent to the District Property known as Horse Creek, (**“Townhome Property”**); and

WHEREAS, the District Property and the Townhome Property, as depicted at **Exhibit A**, benefit from a common irrigation system; and

WHEREAS, the Parties wish to document their agreement for the Service Provider to pay its proportionate share of costs related to the irrigation system which benefits the Townhome Property; and

WHEREAS, the District has accepted ownership and maintenance responsibility of certain Irrigation Wells, as identified in **Exhibit B** attached hereto and incorporated herein by this reference, that provide water for the irrigation systems for both the District common areas and the Townhome Property; and

WHEREAS, the District desires to grant the Service Provider a non-exclusive perpetual access and maintenance easement over a portion of the District Property for the purposes of operating and maintaining the portions of the Townhome Property irrigation system located on or serviced by the Irrigation Wells and water distribution lines located on the District Property.

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

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

2. COST SHARING. The Service Provider agrees to make payment to the District for its proportionate share of the costs related to the maintenance and operation of the Irrigation Wells and water distribution lines as set forth herein. The Service Provider shall make payment within forty-five (45) days of receipt of a valid invoice. Invoices shall be accompanied by sufficient information to support the amounts requested therein. In no event shall the Service Provider be responsible for payment of costs related to the District Property portions of the irrigation system.

- a. **Operational Costs.** Commencing October 1, 2025 the Service Provider agrees to pay _____ percent (___%) of the annual operation costs of the Irrigation Wells for the Townhome Property irrigation systems connected to the Irrigation Wells, that the Parties agree bears a reasonable relationship to the proportion of the property serviced by the irrigation system serviced by the Irrigation Wells owned by the District.
- b. **Maintenance and Repair Costs.** The District shall be solely responsible for the maintenance and repair of the Irrigation Wells and for the repair of any water distribution lines servicing the common irrigation systems. The District shall not be responsible for the repair of any portion of the irrigation system located on the Townhome Property. Consistent with the estimated percent of usage by the Parties, the Service Provider agrees to pay _____ percent (___%) of the costs of regular maintenance and repair of the Irrigation Wells and common water distribution lines. In the event that special maintenance is needed or that significant repairs are required to the Irrigation Wells, the District shall notify the Service Provider in advance. The District shall not be responsible for costs incurred in connection with actions of the Service Provider's staff or contractors, or due to the Service Provider's failure to maintain the Townhome irrigation system in accordance with industry standards and/or the requirements of all applicable permits, approvals, and laws.
- c. **Payment Disputes.** Upon request, the District shall make available to the Service Provider, for review at a reasonable time and place, its books and records with respect to its expenses related to the operation and maintenance of the Irrigation Wells and common water distribution lines. In the event of a dispute between the Parties relating to the payment of any of the cost of the maintenance of the Irrigation Wells or the common water distribution lines, including a dispute regarding the quality of the maintenance, or the compliance with any applicable permits or laws, the disputing Party shall give the other written notice with supporting documentation regarding the nature, type or amount of the dispute. The Parties shall commence informal negotiations within thirty (30) days of notice of such dispute and work in good faith towards resolution of the same.

3. GRANT OF ACCESS EASEMENT; OPERATION AND MAINTENANCE. The District hereby grants to the Service Provider, its successors, and assigns a non-exclusive, perpetual easement (“**Access Easement**”) over, under, and across the District Property for the purpose of ingress and egress by the Service Provider to access and/or otherwise construct, install, repair, reconstruct, use, maintain and operate the portions of the common irrigation system located within the District Property. The Service Provider agrees to operate and maintain the Townhome irrigation system consistent with industry standards and the requirements of all applicable permits, approvals, and laws.

4. COMPLIANCE WITH LAW. Any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto.

5. DEFAULT. A default by a party under this Agreement, which continues for more than 30 days after the non-defaulting party has sent written notice of such default to the non-defaulting party, shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance.

6. ENFORCEMENT OF AGREEMENT. In the event that any party 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’ and paralegals’ fees and costs for trial, alternative dispute resolution, or appellate proceedings. In the event any party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys’ fees incurred prior to or during any such arbitration, litigation or other dispute resolution, and including fees incurred in appellate proceedings.

7. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for the resolution of all disputes shall be a court of competent jurisdiction in Polk County, Florida.

8. AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by the Parties hereto.

9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

10. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 Parties may deliver Notice on

behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addresses 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 addresses set forth in this Agreement.

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

12. ASSIGNMENT; RUNS WITH THE LAND. The covenants, terms, agreements, rights and obligations of the Parties are intended to be, and are construed as, covenants running with the land, and shall be binding upon, and inure to the benefit of each of the Parties and their respective successors and assigns.

13. PUBLIC RECORDS. The Service Provider understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

14. ARM'S LENGTH TRANSACTION. 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 with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

15. SOVEREIGN IMMUNITY. The Service Provider agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability or sovereign immunity contained in Section 768.28, *Florida Statutes*, or other statutes or law.

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

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signatures created in a digital format.

18. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Service Provider certifies, by acceptance of the Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Service Provider agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*.

20. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Service Provider represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Service Provider shall immediately notify the District. If Service Provider is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors 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.

21. FOREIGN INFLUENCE. Service Provider understands that under Section 286.101, *Florida Statutes*, that Service Provider must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

[SIGNATURE PAGE FOR COST SHARE AND EASEMENT AGREEMENT]

WITNESS

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: Warren K. "Rennie" Heath, II
Title: Chairman, Board of Supervisors

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of August 2025, by Warren K. "Rennie" Heath, II, as Chairperson of North Powerline Road Community Development District, who appeared before me this day in person, and who is either ☐ personally known to me, or ☐ produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF

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

[SIGNATURE PAGE FOR COST SHARE AND EASEMENT AGREEMENT]

WITNESS

HORSE CREEK SERVICE PROVIDER, LLC, a
Florida limited liability company

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of August 2025, by _____, as _____ of Horse Creek Service Provider, LLC, who appeared before me this day, 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: Irrigation Areas
Exhibit B: Irrigation Wells

Exhibit A
Irrigation Areas

Exhibit B
Irrigation Wells

SECTION B

BILL OF SALE AND ASSIGNMENT OF WELL PERMITS

KNOW ALL MEN BY THESE PRESENTS, that **CH DEV, LLC**, a Florida limited liability company (hereinafter referred to as "GRANTOR"), for and in consideration of the sum of Ten Dollars (\$10.00) and good and valuable non-monetary consideration, the receipt and sufficiency of which are hereby acknowledged by GRANTOR, hereby grants, bargains, sells, transfers, and delivers to **North Powerline Road Community Development District**, a local unit of special purpose local government located in Polk County, Florida, (hereinafter referred to as "GRANTEE") and GRANTEE's successors, heirs, executors, administrators and assigns, all interest, if any, that GRANTOR may have in the landscape and irrigation wells, including all, pump, motors, well casings and related piping, as described in the construction documents and permits issued by the Southwest Florida Water Management District, ("SWFWMD") and more specifically detailed in **Composite Exhibit A** ("Irrigation Wells ") attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto GRANTEE and its successors, heirs, executors, administrators, and assigns forever.

GRANTEE hereby accepts Irrigation Wells together with all associated permits, obligations, benefits, and agrees to take all necessary actions to transfer the Irrigation Wells permits from GRANTOR to GRANTEE. GRANTOR hereby waives and releases any right or claim to the Irrigation Wells pursuant to this Bill of Sale.

By execution of this document, 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 provided in Section 768.28, Florida Statutes or other applicable law.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landowner and District have caused this Agreement to be executed and delivered on the day and year first written above.

WITNESSES:

CH DEV, LLC,
a Florida limited liability company

[Print Name]

Albert B. Cassidy, Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Albert B. Cassidy, as Manager of CH DEV, LLC, on behalf of the company.

ACCEPTED BY:

ATTEST

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A – Irrigation Well Permits

SECTION C

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ACCEPTING THE ACQUISITION OF TWO IRRIGATION WELLS WITHIN THE HORSE CREEK PHASE 3 SUBDIVISION; APPROVING THE COST SHARE AND EASEMENT AGREEMENT BETWEEN THE DISTRICT AND THE SERVICE PROVIDER; AUTHORIZING THE DISTRICT MANAGER TO TAKE ALL NECESSARY ACTIONS TO TRANSFER THE IRRIGATION WELL PERMITS FROM THE DEVELOPER TO THE DISTRICT; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the North Powerline Road Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the District has installed an irrigation system for the common areas located within the District, more specifically identified as Tracs C-1 and C-2 of Bella Vita Phase 3 (the “**District Property**”); and

WHEREAS, the water for the irrigation system in the District Property is supplied from two “Irrigation Wells”, identified in the Cost Share and Easement Agreement (the “**Agreement**”) attached hereto as **Exhibit A** to this Resolution; and

WHEREAS, the Irrigation Wells also provide the water to the townhome common area property within Bella Vita Phase 3 (the “Townhome Property”) that the Service Provider is maintaining and operating; and

WHEREAS, the Irrigation Wells and water distribution lines are located within the District Property and the District desires to provide an easement to the Service Provider for the purpose of access and repair of the irrigation system for the Townhome Property; and

WHEREAS, the Board has determined that it is in the best interest of the District to acquire and transfer ownership of the Irrigation Wells from CH DEV, LLC (the “Developer”) to the District as described in the Bill of Sale, attached hereto as **Exhibit B** to this Resolution; and

WHEREAS, the Irrigation Wells have been constructed and are operating under permits 924285 and 932772 (the “Permits”), issued by the Southwest Florida Water Management District (“SWFWMD”), attached to the Agreement as exhibit b; and

WHEREAS, as part of the acquisition of the Irrigation Wells, the Developer will need to transfer the Permits into the District's name for ongoing operation and maintenance; and

WHEREAS, the Service Provider and the District desire to share the ongoing maintenance, repair, and operation costs of the Irrigation Wells water distribution lines as outlined in the Agreement; and

WHEREAS, the Board has determined that it is in the best interests of the District, and is necessary for the efficient administration of District operations; the health, safety, and welfare of the residents within the District; and the preservation of District assets and facilities, to authorize and accept the ownership of the Irrigation Wells, the transfer of the Permits to the District and to enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT DISTRICT:**

1. **Authorizing the execution of the Cost Share and Easement Agreement.** The Board hereby authorizes the Chairman or Vice Chairman to execute the Cost Share and Easement Agreement attached hereto as **Exhibit A**.
2. **Acceptance of Irrigation Wells.** The District hereby accepts ownership of the Irrigation Wells and approves the Bill of Sale attached hereto as **Exhibit B**.
3. **Authorizing the Transfer of Irrigation Well Permits.** The District Manager and staff are hereby authorized and directed to take all necessary action to transfer the Permits from the Developer to the District.
4. **Severability.** If any provision of this Resolution or Agreement is held to be illegal or invalid, the other provisions shall remain in full force and effect.
5. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 22ND DAY OF OCTOBER 2025.

ATTEST:

**NORTH POWERLINE ROAD
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Cost Share and Easement Agreement

Exhibit B: Bill of Sale

SECTION D



SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

7601 Highway 301 North, Tampa Florida 33637-6759 (813) 985-7481 • 1-800-423-1476 (FL only);
Suncom 628-4150 • TDD only: 1-800-231-6103 (FL only) • <http://www.swfwmd.state.fl.us>

APPLICATION TO TRANSFER A WATER USE PERMIT

A Water Use Permit (WUP) issued by the District authorizes use of water only by the person or entity named as the Permittee, provided this person or entity continues to own or otherwise legally control the property and water withdrawal facilities described on the WUP. If the property and water withdrawal facilities are sold or otherwise conveyed to a new owner or new legally controlling entity, a transfer must be applied for within 30 days of acquiring this ownership or legal control.

Please send or deliver this application to transfer a water use permit to one of the District's Service Offices.

Until the subject permit is transferred or issued in the Transferees' names, withdrawals from these facilities are violations of Chapter 373, Florida Statutes and Chapter 40D-2, Florida Administrative Code.

DO NOT USE THIS FORM IF:

YOU ARE TRANSFERING ONLY A PORTION OF THE WUP. If only some of the permitted water withdrawal facilities or a portion of the land on which the facilities are located is to be transferred, submit an application for a new WUP. The transfer will be affected at the same time the new WUP is issued.

YOU ARE COMBINING THE WUP ON NEWLY ACQUIRED LAND WITH AN EXISTING WUP. If the transferee has an existing water use permit serving contiguous land at the time of acquiring the partially transferred permit, the District shall modify the transferee's existing permit to reflect the transfer unless the separate properties have existing permits that require metering for all withdrawals or the water user requests a permit modification to the permits to require metering for all withdrawals. The amount to be transferred shall be proportionate to the permitted use and acreage unless an agreement is submitted by the transferor and transferee providing for a different allocation.

Please submit an application to modify the contiguous WUP to incorporate the water use on this WUP instead of this form. However, if the water uses on the two WUPs are for different Use Type categories (Agricultural, Public Supply, Industrial/Commercial, Mining/Dewatering, Landscape/Recreation, or Institutional) that will not be integrated, continue with this application.

TRANSFER WITH MODIFICATION OR RENEWAL OF THE WATER USE PERMIT

If there are to be changes to any aspect of the WUP, other than the identity of the Permittee, the WUP must be transferred before the changes may be implemented. The appropriate WUP application form, supplemental information form(s), and fee must be submitted. The transfer applicant(s) are encouraged to include this transfer application with the modification application documents so that the transfer can be affected prior to the modification. If less than one year is left on the term of the WUP, the transfer applicant(s) are encouraged to include this transfer application with the renewal application documents so that the transfer can be affected prior to renewal. These actions will allow the currently permitted water use, subject to all conditions and limitations of the existing WUP to continue under the new Permittee(s) while the associated applications are evaluated.

WATER USE PERMIT INFORMATION

Water Use Permit No.: 924285 County or counties: Polk

Section(s)-Township(s)-Range(s): 02-27-27

Current Permittee(s): CH DEV, LLC

Permittee(s) Current Address: 346 East Central Avenue

City, State, ZIP Winter Haven, FL 33880

Telephone: (863) 324-3698

TRANSFeree INFORMATION

If this application is to add Co-Permittee(s) to this WUP, in the space below, list all persons/entities added and submit documentation that they have ownership or legal control of the withdrawal facilities included in the WUP. List the person or entity assigned primary responsibility for the WUP and give their address and telephone information in the space below. On a separate page, list the addresses and telephone numbers for all co-transferees joining in the WUP.

Not Applicable Attached

Name(s): North Powerline Road Community Development District, c/o GMS Central Florida, LLC

Address: 219 E. Livingston Street

City, State, ZIP: Orlando, FL 32801

Telephone: (407) 841-5524

Is there a WUP on contiguously owned or legally controlled land, but the water uses are different Use Type categories that will not be combined or integrated?

☒ Yes. The contiguous WUP Number is 932772

☒ Not Applicable: There is not a WUP on contiguously owned or legally controlled land.

SOUTHERN WATER USE CAUTION AREA CONSIDERATION

If the WUP to be transferred is located in the Southern Water Use Caution Area (SWUCA), and any portion of its existing quantities were the result of Self Relocation, the appropriate application form, use type supplemental form (if required), SWUCA Supplemental Form, and Alternative Water Supply Supplemental Form must be included with this application. If the WUP is for public supply, the SWUCA Public Supply Supplemental Form must also be attached.

SIGNATURES

I certify that to the best of my knowledge and belief, all the information provided on this form and in any attachment to it are true and accurate. I also certify that I have legal authority to execute this application for the applicant and certify that the applicant will have sufficient legal authority to undertake the activities described herein. I understand that for any material false statement in an application to continue, initiate, or modify a use, or for any material false statement in any report or statement in any report or statement of fact required of the permittee, may result in revocation, in whole or in part, of the permit. With advance notice, I agree to provide District staff with proper identification entry to the project site for the purpose of performing analyses of the site for determining whether the conditions for issuance will be met. The transfer applicant(s) further attest acceptance of their responsibility to comply with all terms and conditions of the WUP as well as to provisions of Chapter 373, F.S. including but not limited to Chapters 40D-1, 40D-2, and 40D-8, F.A.C. and acceptance of their liability for any corrective actions required by the District as a result of any violations of the terms and conditions of the WUP that occurred prior to or after the purchase, conveyance or transfer.

Signature of Applicant or Authorized Agent Date

Signature of Applicant Date

Chairman, Board of Supervisors

Name and Title of Authorized Agent

If the person or persons signing this application are representatives of a business, check the type of business entity below that applies, indicate the person's position with the business entity, and include documentation of the status of the business entity to legally operate in the State of Florida. (e.g., copy of the last corporate annual report submitted to the Florida Department of State.)

Position or Title: Chairman, Board of Supervisors

Business Type:

Florida Corporation

Florida General Partnership

Florida Limited Liability Corporation

Florida Limited Partnership

Foreign Corporation/Partnership

Trust

✓ Other Community Development District

Status document attached (required).

REQUIRED DOCUMENTS

Check here to indicate that all required documents in support of this transfer are attached:

- ✓ Copy of the recorded deed to this property showing proof of ownership. If all of the current Permittee(s) are remaining on the permit and additional Co-Permittees are being added to this permit, a copy of the recorded deed is not necessary, provided a copy of the agreement between the current Permittee(s) and any proposed Co-Permittees is attached. If any existing Permittee(s) are deleted from this permit, a copy of the recorded deed to this property showing that they are no longer owners is required.
- ✓ Legal description and current blue-line aerial, labeled with section, township and range with delineated transfer acreage.
- ✓ Copy of WUP to be transferred, and
- ✓ Letter(s) of authorization for Authorized Agent(s) if this document is executed by an agent.

If any quantities on this WUP were derived via Self-Relocation in the SWUCA, attach the following:

Water Use Permit Application Form;

Use Type Supplemental Form(s) (if required);

Supplemental Form – Southern Water Use Caution Area;

Alternative Water Supply Supplemental Form – Southern Water Use Caution Area if pertinent; and

Public Supply Supplemental Form – Southern Water Use Caution Area, if this Permit is for public supply.

MAP

If an application to modify or renew this permit is not included in this transfer application, please attach a map showing the owned property boundary and withdrawal points to be transferred. Include on the map outline(s) of project areas if they are different than the entire property boundary.

Map attached

TRANSFER EFFECTED

If this transfer application is approved prior to your receipt of the associated WUP or prior to the issuance of the associated modified or renewed WUP, you are authorized through this approval to use the water from the withdrawal facilities in the same manner and for the same use(s) as are currently permitted on the existing WUP, subject to all conditions and limitations of the WUP.

AGENCY USE ONLY

Based upon the information furnished by the Permittee(s) and the transferee(s), the transfer of this Water Use Permit is approved.

Signature of Authorized District Representative

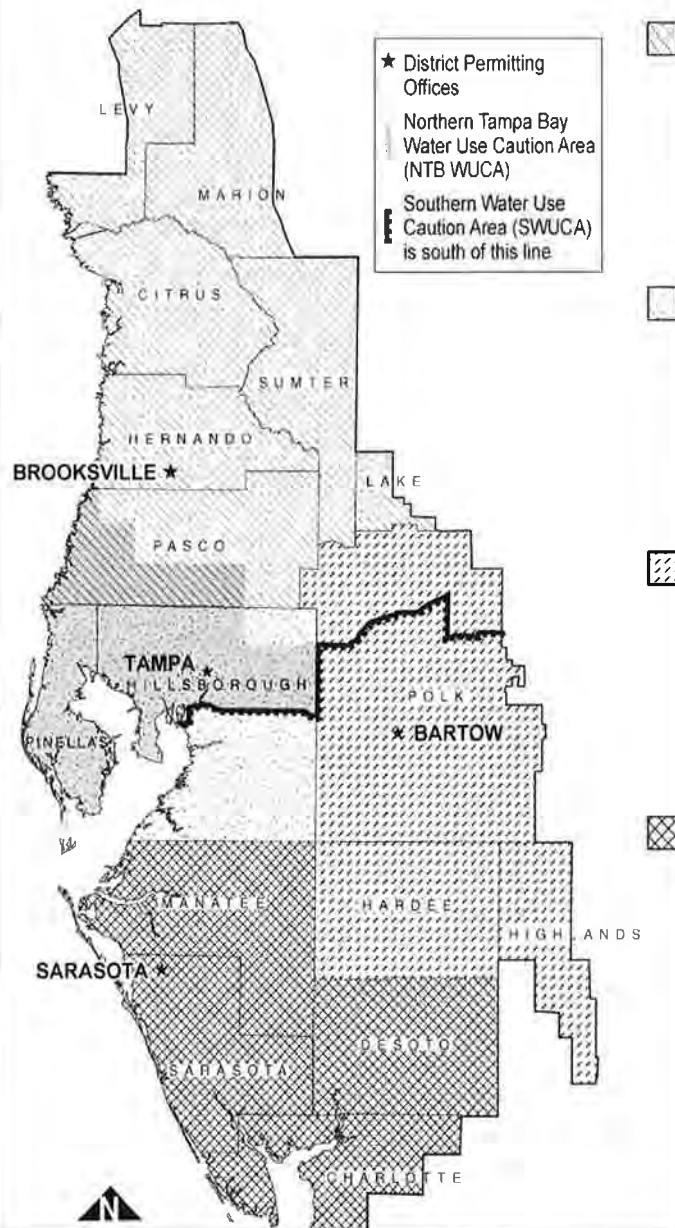
Name and Title of Authorized District Representative

Effective Date of Transfer (mm/dd/yyyy)

Southwest Florida Water Management District

Applicants for water use and environmental resource permits may submit their applications to any District Permitting Office; however, it is recommended to submit them to the Permitting Office within the Service Region where their property is located. All activities concerning these permits will be conducted at these Permitting Offices. Applications for well construction permits may also be submitted to any Permitting Office; however, applications for well construction permits in Marion, Sarasota and Manatee Counties are evaluated and issued locally by county agencies.

Resource Regulation Service Regions



Resource Regulation Permitting Offices

Brooksville

2379 Broad Street
 Brooksville, FL 34604-6899
 (352) 796-7211 or 1-800-423-1476 (FL only)
 Fax: (352) 540-6027; Suncom 628-4150

Tampa

7601 U.S. Hwy. 301
 Tampa, FL 33637-6759
 (813) 985-7481 or 1-800-836-0797 (FL only)
 Fax: (813) 987-6747; Suncom 587-2070

Bartow

170 Century Boulevard
 Bartow, FL 33830-7700
 (863) 534-1448 or 1-800-492-7862 (FL only)
 Fax: (863) 534-7058; Suncom 572-6200

Sarasota

6750 Fruitville Road
 Sarasota, FL 34240-9711
 (941) 377-3722 or 1-800-320-3503 (FL only)
 Fax: (941) 373-7660; Suncom 531-6900

TDD: 1-800-231-6103 for hearing assistance for all locations.

The District does not discriminate based on disability. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the Permitting Office for their location or the Regulation Performance Management Department at (352) 796-7211 or 1-800-423-1476 (FL only).

PREPARED BY AND RETURN TO:

Lauren Gentry, Esquire
KILINSKI | VAN WYK PLLC
P.O. Box 6386
Tallahassee, Florida 32314

INSTR # 2025095940
BK 13521 Pgs 1790-1792 PG(s)3
04/24/2025 02:43:02 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00

Parcel ID:
272702713010003130, 272702713010003100 and 272702713010003110

SPECIAL WARRANTY DEED
[Bella Vita Phase 3]

THIS SPECIAL WARRANTY DEED is executed as of this ^{18th} day of March 2025, by **CH DEV, LLC**, a Florida limited liability company with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880 (hereinafter called the "grantor"), in favor of **NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the "grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Polk County, Florida, further described as follows:

Tracts C-1 and C-2, together with the Internal Rights-of-Way identified as Swan Swim Drive, Penguin Boulevard, Canary Avenue, Puffin Place, and Goose Road, all as identified on the Plat titled "Bella Vita Phase 3" recorded at Book 198, Pages 1-8, of the Official Records of Polk County, Florida.

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants 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.

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

RESERVATION OF EASEMENT

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

IN WITNESS WHEREOF, the Parties have caused this Special Warranty Deed to be executed as of the day and year first written above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

Lindsey Roden
Print Name: Lindsey Roden
Address:
346 East Central Ave.
Winter Haven, FL 33880

Jessica Spencer
Print Name: Jessica Spencer
Address:
346 East Central Ave.
Winter Haven, FL 33880

Albert B. Cassidy
CH DEV, LLC
a Florida limited liability company

Print: Albert B. Cassidy
Title: Manager
Address:
346 East Central Ave.
Winter Haven, FL 33880

STATE OF FLORIDA
COUNTY OF POLK

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 18th day of March 2025, by Albert Cassidy, as Manager on behalf of CH DEV, LLC, a Florida limited liability company.

[notary seal]



Lindsey E. Roden
(Official Notary Signature)
Name: Lindsey E. Roden
Personally Known ☒
OR Produced Identification _____
Type of Identification _____

ACCEPTANCE BY GRANTEE

By execution of this Special Warranty Deed, grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this 18th day of March 2025.

Signed, sealed and delivered
in the presence of:

Witnesses:

**NORTH POWERLINE ROAD COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established under
Chapter 190 of the Florida Statutes

Lindsey E Roden
Name: Lindsey Roden
Address:
346 East Central Avenue
Winter Haven, FL 33880

By: Bobbie Henley
Bobbie Henley, Chairperson
Board of Supervisors
Address:
346 East Central Ave.
Winter Haven, FL 33880

Jessica Spencer
Name: Jessica Spencer
Address:
346 East Central Ave.
Winter Haven, FL 33880

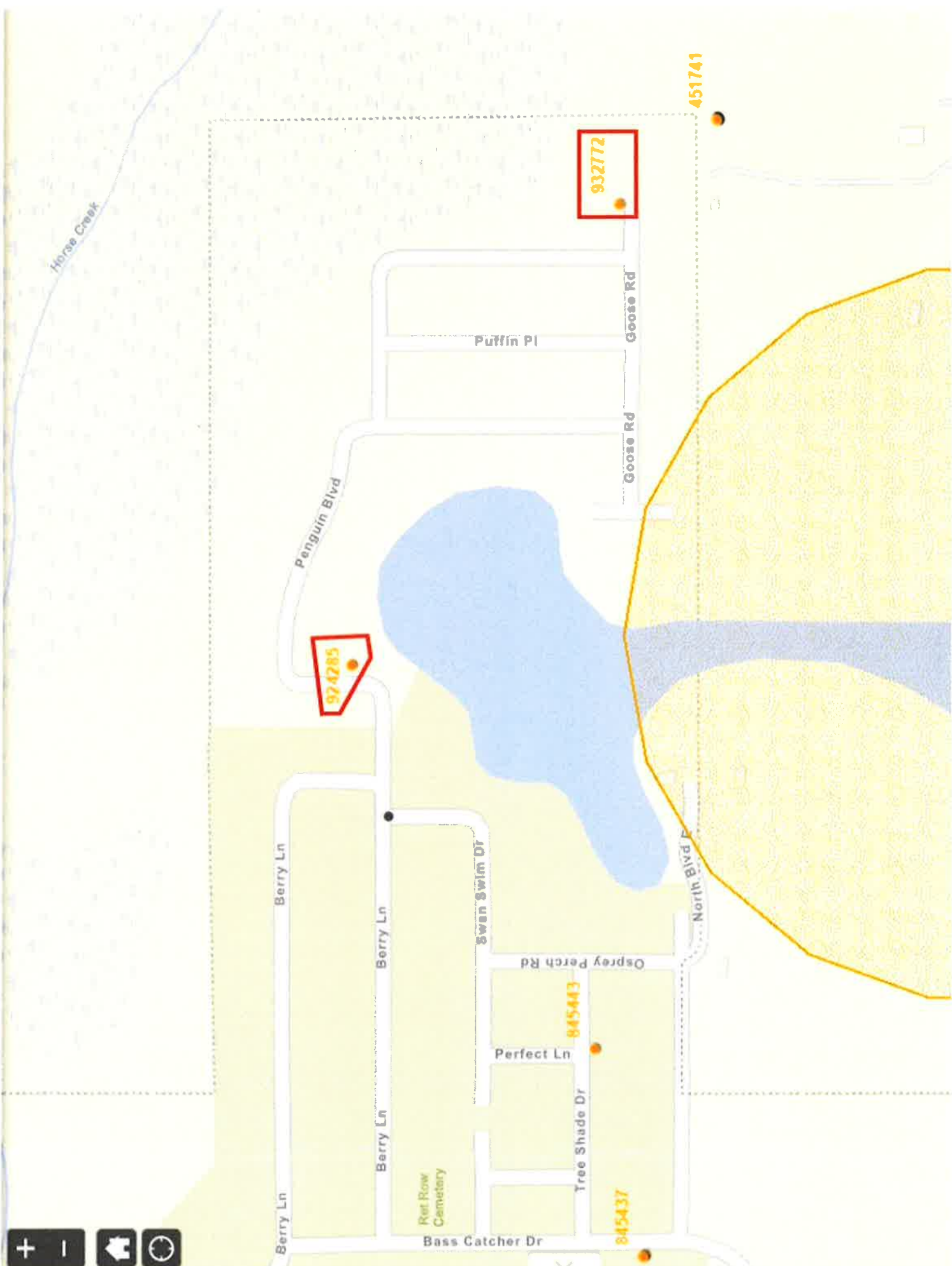
STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18th day of March 2025, by Bobbie Henley, as Chairperson of the Board of Supervisors of the North Powerline Road Community Development District.

[notary seal]

Lindsey E Roden
(Official Notary Signature)
Name: Lindsey E Roden
Personally Known ☒
OR Produced Identification ☐
Type of Identification _____





974285

932772

451741

845443

845437

Berry Ln

Berry Ln

Swan Swim Dr

Osprey Perch Rd

Perfect Ln

Tree Shade Dr

Bass Catcher Dr

North Blvd

Goose Rd

Goose Rd

Puffin Pl

Horse Creek

Red Row Cemetery



STATE OF FLORIDA PERMIT APPLICATION TO CONSTRUCT,
REPAIR, MODIFY, OR ABANDON A WELL

- ☒ Southwest
☐ Northwest
☐ St. Johns River
☐ South Florida
☐ Suwannee River
☐ DEP
☐ Delegated Authority (If Applicable)

PLEASE FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

The water well contractor is responsible for completing
this form and forwarding the permit application to the
appropriate delegated authority where applicable.

Permit No. **924285**
Florida Unique ID _____
Permit Stipulations Required (See Attached)
39, 42, 60
62-524 Quad No. **Q3413** Delineation No. _____
CUP/WUP Application No. _____

ABOVE THIS LINE FOR OFFICIAL USE ONLY

1. CH DEV LLC	Attn: Albert Cassidy	Winter Haven	FL	33880	
*Owner, Legal Name if Corporation		*Address	*City	*State	*ZIP
2. NORTH BLVD E		Davenport			
*Well Location - Address, Road Name or Number, City					
3. 272702713000030200					
*Parcel ID No. (PIN): or Alternate Key (Circle One)					
4. 2 27 27 Polk Subdivision Check if 62-524: Yes ☒ No					
*Section or Land Grant		*Township	*Range	*County	
5. George E Hull II		7375	(352) 394-3580	hullandson@gmail.com	
*Water Well Contractor		*License Number	*Telephone Number	E-mail Address	
6. 8623 Pine Island Rd		Clermont	FL	34711-8657	
*Water Well Contractor's Address		City	State	ZIP	
7. *Type of Work: ☒ Construction ☐ Repair ☐ Modification ☐ Abandonment					
8. *Number of Proposed Wells 1					
9. *Specify Intended Use(s) of Well(s):					
☐ Domestic ☒ Landscape Irrigation ☐ Agricultural Irrigation ☐ Site Investigation					
☐ Bottled Water Supply ☐ Recreation Area Irrigation ☐ Livestock ☐ Monitoring					
☐ Public Water Supply (Limited Use/DOH) ☐ Nursery Irrigation ☐ Test					
☐ Public Water Supply (Community or Non-Community/DEP) ☐ Commercial/Industrial ☐ Earth-Coupled Geothermal					
☐ Class I Injection ☐ Golf Course Irrigation ☐ HVAC Supply					
☐ Class V Injection: ☐ Recharge ☐ Commercial/Industrial Disposal ☐ Aquifer Storage and Recovery ☐ Drainage					
☐ Remediation: ☐ Recovery ☐ Air Sparge ☐ Other (Describe) _____					
☐ Other (Describe) _____ (Note: Not all types of wells are permitted by a given permitting authority)					
10. *Distance from Septic System if ≤ 200 ft. 100 11. Facility Description _____ 12. Estimated Start Date 02/01/2023					
13. *Estimated Well Depth 200 ft. *Estimated Casing Depth 100.0 ft. *Primary Casing Diameter 5 in. Open Hole: From _____ To _____ ft.					
14. Estimated Screen Interval: From _____ To _____ ft.					
15. *Primary Casing Material: ☒ Black Steel ☐ Galvanized ☐ PVC ☐ Stainless Steel					
☐ Not Cased ☐ Other: _____					
16. Secondary Casing: ☐ Telescope Casing ☐ Liner ☐ Surface Casing Diameter _____ in.					
17. Secondary Casing Material: ☐ Black Steel ☐ Galvanized ☐ PVC ☐ Stainless Steel ☐ Other _____					
18. *Method of Construction, Repair, or Abandonment: ☐ Auger ☐ Cable Tool ☐ Jetted ☐ Rotary ☐ Sonic					
☒ Combination (Two or More Methods) ☐ Hand Driven (Well Point, Sand Point) ☐ Hydraulic Point (Direct Push)					
☐ Horizontal Drilling ☐ Plugged by Approved Method ☐ Other (Describe) _____					
19. Proposed Grouting Interval for the Primary, Secondary, and Additional Casing:					
From _____ To _____ Seal Material (☐ Bentonite ☐ Neat Cement ☐ Other _____)					
From _____ To _____ Seal Material (☐ Bentonite ☐ Neat Cement ☐ Other _____)					
From _____ To _____ Seal Material (☐ Bentonite ☐ Neat Cement ☐ Other _____)					
From _____ To _____ Seal Material (☐ Bentonite ☐ Neat Cement ☐ Other _____)					
20. Indicate total number of existing wells on site 0 List number of existing unused wells on site 0					
21. *Is this well or any existing well or water withdrawal on the owner's contiguous property covered under a Consumptive/Water Use Permit (CUP/WUP) or CUP/WUP Application? ☐ Yes ☒ No If yes, complete the following: CUP/WUP No. _____ District Well ID No. _____					
22. Latitude 28 10 02.56 Longitude 81 35 13.81					
23. Data Obtained From: ☐ GPS ☒ Map ☐ Survey Datum: ☐ NAD 27 ☒ NAD 83 ☐ WGS 84					
I hereby certify that I will comply with the applicable rules of Title 40, Florida Administration Code, and that a water use permit or artificial recharge permit, if needed, has been or will be obtained prior to commencement of well construction. I further certify that all information provided in this application is accurate and that I will obtain necessary approval from other federal, state, or local governments, if applicable. I agree to provide a well completion report to the District within 30 days after completion of the construction, repair, modification, or abandonment authorized by this permit, or the permit expiration, whichever occurs first.					
I certify that I am the owner of the property, that the information provided is accurate, and that I am aware of my responsibilities under Chapter 373, Florida Statutes, to maintain or properly abandon this well; or, I certify that I am the agent for the owner, that the information provided is accurate, and that I have informed the owner of his responsibilities as stated above. Owner consents to allowing personnel of this WMD or Delegated Authority access to the well site during the construction, repair, modification, or abandonment authorized by this permit.					
Digitally Signed _____		7375	Digitally Signed _____		2/1/2023
*Signature of Contractor		*License No.	*Signature of Owner or Agent		*Date

DO NOT WRITE BELOW THIS LINE - FOR OFFICIAL USE ONLY

Approval Granted By **Nicki Crowe** STATUS: **ISSUED** Issue Date **02/01/2023** Expiration Date **05/02/2023** Hydrologist Approval _____
Fee Received \$ **50.00** Receipt No. **128785567** Check No. _____

THIS PERMIT IS NOT VALID UNTIL PROPERLY SIGNED BY AN AUTHORIZED OFFICER OR REPRESENTATIVE OF THE WMD OR DELEGATED AUTHORITY. THE PERMIT SHALL BE AVAILABLE AT THE WELL SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

2379 BROAD STREET, BROOKSVILLE, FL 34604-6899

PHONE: (352) 796-7211 or (800) 423-1476

WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

4049 REID STREET, PALATKA, FL 32178-1429

PHONE: (386) 329-4500

WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712

(U.S. Highway 90, 10 miles west of Tallahassee)

PHONE: (850) 539-5999

WWW.NWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

P.O. BOX 24680

3301 GUN CLUB ROAD

WEST PALM BEACH, FL 33416-4680

PHONE: (561) 686-8800

WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

9225 CR 49

LIVE OAK, FL 32060

PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)

WWW.MYSUWANNEERIVER.COM

Comments:

General Site Map of Proposed Well Location



Identify known roads and landmarks. Give distances from all reference points or structures, septic systems, sanitary hazards, and contamination sources, if applicable.

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28.106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

Judicial Review

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.



STATE OF FLORIDA PERMIT APPLICATION TO CONSTRUCT,
REPAIR, MODIFY, OR ABANDON A WELL

- ☒ Southwest
☐ Northwest
☐ St. Johns River
☐ South Florida
☐ Suwannee River
☐ DEP
☐ Delegated Authority (If Applicable)

PLEASE FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

The water well contractor is responsible for completing
this form and forwarding the permit application to the
appropriate delegated authority where applicable.

Permit No.	932772
Florida Unique ID	
Permit Stipulations Required (See Attached)	
39, 42, 60	
62-524 Quad No.	Q3413 Delineation No.
CUP/WUP Application No.	
ABOVE THIS LINE FOR OFFICIAL USE ONLY	

1. CH DEV LLC/ Attn: Albert Cassidy	346 E. Central Ave.	Winter Haven	FL	33880	
*Owner, Legal Name if Corporation		*Address	*City	*State	*ZIP
*Telephone Number					
2. PENGUIN BLVD	Davenport				
*Well Location - Address, Road Name or Number, City					
3. 272702713010003100					
*Parcel ID No. (PIN): or Alternate Key (Circle One)			Lot	Block	Unit
4. 2	27	27	Polk		
*Section or Land Grant		*Township	*Range	*County	Subdivision
Check if 62-524: Yes ☒ No					
5. George E Hull II	7375	(352) 394-3580	hullandson@gmail.com		
*Water Well Contractor		*License Number	*Telephone Number		
*E-mail Address					
6. 8623 Pine Island Rd	Clermont	FL	34711-8657		
*Water Well Contractor's Address		*City	*State	*ZIP	
7. *Type of Work: ☒ Construction ☐ Repair ☐ Modification ☐ Abandonment					
8. *Number of Proposed Wells 1					
9. *Specify Intended Use(s) of Well(s):					
Domestic ☒ Landscape Irrigation ☐ Agricultural Irrigation ☐ Site Investigation					
Bottled Water Supply ☐ Recreation Area Irrigation ☐ Livestock ☐ Monitoring					
Public Water Supply (Limited Use/DOH) ☐ Nursery Irrigation ☐ Test					
Public Water Supply (Community or Non-Community/DEP) ☐ Commercial/Industrial ☐ Earth-Coupled Geothermal					
Class I Injection ☐ Golf Course Irrigation ☐ HVAC Supply					
Class V Injection: ☐ Recharge ☐ Commercial/Industrial Disposal ☐ Aquifer Storage and Recovery ☐ Drainage					
Remediation: ☐ Recovery ☐ Air Sparge ☐ Other (Describe)					
Other (Describe)					
(Note: Not all types of wells are permitted by a given permitting authority)					
10. *Distance from Septic System if ≤ 200 ft. 200					
11. Facility Description					
12. Estimated Start Date 09/08/2023					
13. *Estimated Well Depth 200 ft. *Estimated Casing Depth 100.0 ft. *Primary Casing Diameter 5 in. Open Hole: From To ft.					
14. Estimated Screen Interval: From To ft.					
15. *Primary Casing Material: ☒ Black Steel ☐ Galvanized ☐ PVC ☐ Stainless Steel					
☐ Not Cased ☐ Other:					
16. Secondary Casing: ☐ Telescope Casing ☐ Liner ☐ Surface Casing Diameter in.					
17. Secondary Casing Material: ☐ Black Steel ☐ Galvanized ☐ PVC ☐ Stainless Steel ☐ Other					
18. *Method of Construction, Repair, or Abandonment: ☐ Auger ☐ Cable Tool ☐ Jetted ☐ Rotary ☐ Sonic					
☒ Combination (Two or More Methods) ☐ Hand Driven (Well Point, Sand Point) ☐ Hydraulic Point (Direct Push)					
☐ Horizontal Drilling ☐ Plugged by Approved Method ☐ Other (Describe)					
19. Proposed Grouting Interval for the Primary, Secondary, and Additional Casing:					
From To Seal Material (Bentonite Neat Cement Other)					
From To Seal Material (Bentonite Neat Cement Other)					
From To Seal Material (Bentonite Neat Cement Other)					
From To Seal Material (Bentonite Neat Cement Other)					
20. Indicate total number of existing wells on site 0 List number of existing unused wells on site 0					
21. *Is this well or any existing well or water withdrawal on the owner's contiguous property covered under a Consumptive/Water Use Permit (CUP/WUP) or CUP/WUP Application? Yes ☐ No ☒ If yes, complete the following: CUP/WUP No. District Well ID No.					
22. Latitude 28 09 55.43 Longitude 81 34 58.37					
23. Data Obtained From: GPS ☒ Map ☐ Survey Datum: NAD 27 ☒ NAD 83 ☐ WGS 84					

I hereby certify that I will comply with the applicable rules of Title 40, Florida Administrative Code, and that a water use permit or artificial recharge permit, if needed, has been or will be obtained prior to commencement of well construction. I further certify that all information provided in this application is accurate and that I will obtain necessary approval from other federal, state, or local governments, if applicable. I agree to provide a well completion report to the District within 30 days after completion of the construction, repair, modification, or abandonment authorized by this permit, or the permit expiration, whichever occurs first.

I certify that I am the owner of the property, that the information provided is accurate, and that I am aware of my responsibilities under Chapter 373, Florida Statutes, to maintain or properly abandon this well; or, I certify that I am the agent for the owner, that the information provided is accurate, and that I have informed the owner of his responsibilities as stated above. Owner consents to allowing personnel of this WMD or Delegated Authority access to the well site during the construction, repair, modification, or abandonment authorized by this permit.

Digitally Signed 7375 Digitally Signed 9/8/2023
*Signature of Contractor *License No. *Signature of Owner or Agent *Date

DO NOT WRITE BELOW THIS LINE - FOR OFFICIAL USE ONLY

Approval Granted By Nicki Crowe STATUS: ISSUED Issue Date 09/08/2023 Expiration Date 12/07/2023 Hydrologist Approval Initials
Fee Received \$50.00 Receipt No. 142274910 Check No.

THIS PERMIT IS NOT VALID UNTIL PROPERLY SIGNED BY AN AUTHORIZED OFFICER OR REPRESENTATIVE OF THE WMD OR DELEGATED AUTHORITY. THE PERMIT SHALL BE AVAILABLE AT THE WELL SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)
PHONE: (850) 539-5999
WWW.NWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33416-4680
PHONE: (561) 686-8800
WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 CR 49
LIVE OAK, FL 32060
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
WWW.MYSUWANNEERIVER.COM

Comments:

Parcel may have changed to 272702 713000 030200

General Site Map of Proposed Well Location



Identify known roads and landmarks. Give distances from all reference points or structures, septic systems, sanitary hazards, and contamination sources, if applicable.

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28.106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

Judicial Review

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

SECTION VI

AGREEMENT FOR HOLIDAY LIGHTING

THIS AGREEMENT (“Agreement”) is made and entered into this 8th day of October 2025, by and between:

NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being located in Polk County, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”); and

SPARKING POOLS AND LIGHTS, LLC D/B/A FESTIVE GLOW, a Florida limited liability company, with a mailing address of 6333 Southwest 46th Drive, Gainesville, Florida 32608 (“**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating and/or maintaining certain infrastructure improvements within the boundaries of the District; and

WHEREAS, the District has a need to retain an independent contractor to provide for the installation and maintenance of seasonal lighting and decorations (“**Lighting**”); and

WHEREAS, Contractor represents that it is qualified to perform such services and has agreed to provide to the District those services identified in this Agreement and in **Exhibit A** attached hereto and incorporated herein by this reference (“**Services**”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. SCOPE OF SERVICES; TERM.

- A.** Contractor will provide the Services, which include but are not limited to the provision of materials and labor, and installation services. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, 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.
- B.** Contractor shall perform the Services in a neat and workmanlike manner. In the event the District, in its sole determination, finds that the work of Contractor is not satisfactory to

the District, the District shall have the right to immediately terminate this Agreement and will only be responsible for payment of Services satisfactorily completed.

- C. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repair of any damage resulting from Contractor's activities within twenty-four (24) hours.
- D. This Agreement shall be effective upon execution of this Agreement and shall continue through September 30, 2026 ("**Initial Term**"). Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless, unless terminated earlier in accordance with the terms herein.

SECTION 3. COMPENSATION.

- A. The District agrees to pay Contractor **Fifteen Thousand Three Hundred Dollars and Zero Cents (\$15,300.00)**, as set forth in **Exhibit A**.
- B. All invoices are due and payable in accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.
- C. Contractor agrees that the District shall not be liable for payment for any additional services or amounts unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such additional services.
- D. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 4. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age 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 there are 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.

SECTION 5. INSURANCE.

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

1. Workers' Compensation Insurance, or Contractor's certificate of exemption, in accordance with the laws of the State of Florida.
 2. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - i. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation, if any.
 3. Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000.00) per accident or disease.
 4. Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District and the District's staff, employees, consultants, officers, representatives, agents, and supervisors shall be named as additional insureds on the above listed policies, except Workers' Compensation and Employer's Liability. All above-referenced insurance policies shall be considered primary and non-contributory with respect to the additional insureds, and all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds. 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 coverages, 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.
- C.** If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B.** Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature,

arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

SECTION 7. AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement. 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.

SECTION 8. AGREEMENT CONTROLS. To the extent that any of the provisions in the attached **Exhibit A** and this Agreement conflict, the terms of this Agreement control.

SECTION 9. WARRANTY. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Services provided by Contractor pursuant to this Agreement shall be warranted for one (1) year from the date of the final acceptance by the District of the Services. Contractor shall commence to repair and/or replace any lighting covered by this warranty within twenty-four (24) hours of being informed of any lighting outage and/or necessary repairs or replacement of the Lighting.

SECTION 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this instrument.

SECTION 11. TERMINATION. Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor, as its sole recourse for termination.

SECTION 12. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 13. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this 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, expert witness fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 14. NOTICES. All notices, requests, consents, and other communications under this Agreement (“**Notice**” or “**Notices**”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: North Powerline Road Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk, PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: North Powerline Road CDD, District Counsel

B. If to Contractor: Sparking Pools and Lights, LLC d/b/a Festive Glow
6333 Southwest 36th Drive
Gainesville, Florida 32608
Attn: Jeb Bennett

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 Notices 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 in this Agreement.

SECTION 15. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other, and such approval shall not be unreasonably withheld.

SECTION 16. CONTROLLING LAW AND 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. Venue shall be in Polk County, Florida.

SECTION 17. 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 **Jill Burns** (“**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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, OR BY EMAIL AT JBURNS@GMSCFL.COM.

SECTION 18. 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.

SECTION 19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 20. 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.

SECTION 21. 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(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 22. FOREIGN INFLUENCE. Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 23. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors 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.

SECTION 24. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute the affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

[Signature page follows]

[Signature page to Agreement by and between North Powerline Road Community Development District and Sparking Pools and Lights, LLC d/b/a Festive Glow for Holiday Lighting]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

**NORTH POWERLINE ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Signed by:

Bobbie Shockley

D40FE6F449CE478

Chairperson, Board of Supervisors

**NORTH POWERLINE ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Jill Burns

Jill Burns, District Manager

**SPARKING POOLS AND LIGHTS, LLC D/B/A FESTIVE
GLOW, a Florida limited liability company**

Jeb Bennett

By: Jeb Bennett

Its: Owner

EXHIBIT A: Contractor's Proposal

EXHIBIT A Contractor's Proposal

Festive Glow

PROPOSAL

Checks payable to: Festive Glow
6333 SW 46th Drive Gainesville, FL 32608
Phone: (561) 329-3356
Website: FestiveGlowLighting.com



Residential • Commercial • Community
Supplies • Installation • Removal
Email: FestiveGlow@outlook.com

Customer: North Powerline Rd CDD - Attn: Marshall Tindall Date: 08 / 16 / 2025
Address: 219 E Livingston Street City: Orlando Zip: 32801
Phone W: (407)-841-5524 E-mail: mtindall@gmscfl.com

North Powerline Road CDD - 2025 Holiday Lighting Proposal - Horse Creek at Crosswinds & Deer Run at Crosswinds

Proposal cost includes design, lease of commercial grade products and materials, all equipment needed for installation and removal, as well as temperature-controlled storage at the end of the holiday season.

Horse Creek at Crosswinds Main Entrance Monument → \$2,200.00

- The perimeter of the entrance sign will be lined Warm White LED C9 mini lights. A wreath lit with warm white LED mini lights, adorned with a Red/Gold Nylon bow will also be hung on the sign. → **1,200.00**
- The three palm trees directly behind main entrance monument will be trunk wrapped with Warm White LED mini lights (only two shown in mock-up) → **\$1,000.00**



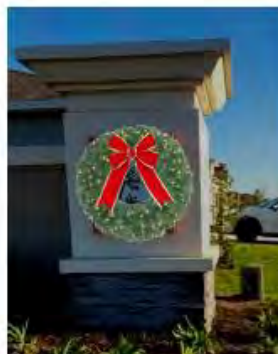
Horse Creek Entrance Accent Columns → \$700.00

- The two main entrance accent columns (close to US HWY - 17) will have a lit wreath hung on each accent column, adorned with a Red/Gold Nylon bow → **\$350.00 (x 2)**



Deer Creek at Crosswinds Entrance Columns/Monuments → \$700.00

- A battery-powered wreath lit with warm white LED mini lights and adorned with a Red/Gold Nylon bow will be hung on the entrance monument and accent column → \$350.00 (x 2)
 - 6 hour run time: 6 pm – midnight



Deer Creek at Crosswinds Main Entrance Sign → \$2,400.00 (Neal Road & White tail Street)

- The top and side of the entrance sign will be lined battery powered garland that is lit with warm white LED bulbs. A battery powered wreath lit with warm white LED mini lights, adorned with a Red/Gold Nylon bow will also be hung on the sign. → 1,000.00
- The three palm trees directly behind the sign will be wrapped with battery powered warm white LED mini lights → \$1,400.00
 - 6 hour run time: 6 pm - midnight



Deer Creek at Crosswinds Entrance Monument (White tail Street) → \$2,050.00

- A battery powered Spray lit with warm white LED mini lights, adorned with a Red/Gold Nylon bow will be hung on the sign. → 350.00
- The four palm trees directly behind the sign will be wrapped with battery powered warm white LED mini lights → \$1,700.00
 - 6 hour run time: 6 pm - midnight



Deer Creek at Crosswinds Entrance Monument (South Blvd & Doe Run) → \$2,900.00

- The top and side of the entrance sign will be lined battery powered garland that is lit with warm white LED bulbs. A battery powered wreath lit with warm white LED mini lights, adorned with a Red/Gold Nylon bow will also be hung on the sign. → **1,000.00**
- The five palm trees directly behind the sign will be wrapped with battery powered warm white LED mini lights → **\$1,900.00**
 - 6 hour run time: 6 pm - midnight

North Powerline Amenity Center → \$4,350.00

- All sides of the amenity center roofline will be lined with warm white C9 LED bulbs (shown in warm white). Two Red/Gold Nylon bows will be hung (one from each light on the left and right side of the entrance gate) → **\$3,000.00**
- Five palm trees directly in front of the amenity center will be trunk wrapped with warm white LED mini lights → **\$1,350.00**



Proposal Total Cost - \$15,300.00

***Pricing above based on a single season agreement**

Festive Glow

DEPOSIT INVOICE

Checks payable to: Festive Glow

6333 SW 46th Drive Gainesville, FL. 32608

Phone: (561) 329-3356

Website: FestiveGlowLighting.com



Residential • Commercial • Community
Supplies • Installation • Removal
Email: FestiveGlow@outlook.com

Customer: North Powerline Rd CDD - Attn: Marshall Tindall Date: 10 / 16 / 2025
Address: 219 E Livingston Street City: Orlando Zip: 32801
Phone W: (407)-841-5524 E-mail: mtindall@gmscfl.com

North Powerline Road CDD – 50% Deposit - Horse Creek at Crosswinds & Deer Run at Crosswinds

Proposal cost includes design, lease of commercial grade products and materials, all equipment needed for installation and removal, as well as temperature-controlled storage at the end of the holiday season.

Horse Creek at Crosswinds Main Entrance Monument → \$2,200.00

- The perimeter of the entrance sign will be lined Warm White LED C9 mini lights. A wreath lit with warm white LED mini lights, adorned with a Red/Gold Nylon bow will also be hung on the sign. → **1,200.00**
- The three palm trees directly behind main entrance monument will be trunk wrapped with Warm White LED mini lights (only two shown in mock-up) → **\$1,000.00**



Horse Creek Entrance Accent Columns → \$700.00

- The two main entrance accent columns (close to US HWY – 17) will have a lit wreath hung on each accent column, adorned with a Red/Gold Nylon bow → **\$350.00 (x 2)**



Deer Creek at Crosswinds Entrance Columns/Monuments → \$700.00

- A battery-powered wreath lit with warm white LED mini lights and adorned with a Red/Gold Nylon bow will be hung on the entrance monument and accent column → **\$350.00 (x 2)**
 - 6 hour run time: 6 pm – midnight



Deer Creek at Crosswinds Main Entrance Sign → \$2,400.00 (Neal Road & White tail Street)

- The top and side of the entrance sign will be lined battery powered garland that is lit with warm white LED bulbs. A battery powered wreath lit with warm white LED mini lights, adorned with a Red/Gold Nylon bow will also be hung on the sign. → **1,000.00**
- The three palm trees directly behind the sign will be wrapped with battery powered warm white LED mini lights → **\$1,400.00**
 - 6 hour run time: 6 pm - midnight



Deer Creek at Crosswinds Entrance Monument (White tail Street) → \$2,050.00

- A battery powered Spray lit with warm white LED mini lights, adorned with a Red/Gold Nylon bow will be hung on the sign. → **350.00**
- The four palm trees directly behind the sign will be wrapped with battery powered warm white LED mini lights → **\$1,700.00**
 - 6 hour run time: 6 pm - midnight



Deer Creek at Crosswinds Entrance Monument (South Blvd & Doe Run) → \$2,900.00

- The top and side of the entrance sign will be lined battery powered garland that is lit with warm white LED bulbs. A battery powered wreath lit with warm white LED mini lights, adorned with a Red/Gold Nylon bow will also be hung on the sign. → **1,000.00**
- The five palm trees directly behind the sign will be wrapped with battery powered warm white LED mini lights → **\$1,900.00**
 - 6 hour run time: 6 pm - midnight

North Powerline Amenity Center → \$4,350.00

- All sides of the amenity center roofline will be lined with warm white C9 LED bulbs (shown in warm white). Two Red/Gold Nylon bows will be hung (one from each light on the left and right side of the entrance gate) → **\$3,000.00**
- Five palm trees directly in front of the amenity center will be trunk wrapped with warm white LED mini lights → **\$1,350.00**



Accepted Proposal Cost - \$15,300.00

50% Deposit Due Immediately - \$7,650.00

Remaining Balance of \$7,650.00 due upon completion of installation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2025

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

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

PRODUCER Verify Insurance Services, LLC DBA Thimble Insurance Services 174 West 4th Street, Suite 204 New York, NY 10014 https://support.thimble.com/	CONTACT NAME: THIMBLE https://support.thimble.com/ PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: support@thimble.com
INSURED Sparkling Pools and Lights LLC DBA Festive Glow 6333 SW 46th Dr, Gainesville, FL, 32608 Festiveglow@outlook.com	INSURER(S) AFFORDING COVERAGE INSURER A: National Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: https://www.thimble.com/check-policy-status/
	NAIC # 22608

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	IBL-F3XDHHRTJC	09/18/2025 12:00 AM EDT	01/17/2026 11:59 PM EST* See note on expiration date below.	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$ \$ \$ \$

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

WARNING: THE GL POLICY IS NOT A COMPLETION BOND. IT PROVIDES COVERAGE FOR BODILY INJURY, PROPERTY DAMAGE, AND PERSONAL AND ADVERTISING INJURY. IT DOES NOT GUARANTEE THE COMPLETION OF WORK BY A CONTRACTOR.

*Please note that the insured has purchased a monthly policy that will automatically extend upon

(con't on form Acord 101)

CERTIFICATE HOLDER

219 E. Livingston St.
Orlando, FL 32801

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Verify Insurance Services, LLC DBA Thimble Insurance Services		NAMED INSURED Sparkling Pools and Lights LLC DBA Festive Glow 6333 SW 46th Dr, Gainesville, FL, 32608 Festiveglow@outlook.com
POLICY NUMBER IBL-F3XDHHRTJC		
CARRIER National Specialty Insurance Company	NAIC CODE 22608	EFFECTIVE DATE: 09/18/2025 12:00 AM EDT

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: Acord 25 **FORM TITLE:** Certificate of Liability Insurance

Description of Operations (con't)
expiration of the policy if the insured pays the appropriate premium. At that time, you will receive a new Certificate of Liability Insurance, evidencing such extension.

Episodic Coverage (THSN CG 02 03 02 21) for policy number IBL-F3XDHHRTJC until 01/17/2027 11:59 PM EST

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Designated Person or Organization (including its departments and attached agencies, its directors, officers, officials, employees, representatives and agents):

Any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy.

E-Mail Address:

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the **SCHEDULE** above, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" or "wrongful acts" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to LIMITS OF INSURANCE section of the coverage form

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

C. If this policy is cancelled or nonrenewed for any reason, we will deliver notice of the cancellation or non-renewal to any Designated Person or Organization shown in the SCHEDULE above at the e-mail address shown above.

D. This endorsement shall not increase the applicable limits of insurance shown in the Declaration

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Designated Person or Organization (including its departments and attached agencies, its directors, officers, officials, employees, representatives and agents):

North Powerline Road CDD

E-Mail Address:

Mtindall@gmscfl.com

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the **SCHEDULE** above, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" or "wrongful acts" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following is added to **LIMITS OF INSURANCE** section of the coverage form
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.
- C.** If this policy is cancelled or nonrenewed for any reason, we will deliver notice of the cancellation or non-renewal to any Designated Person or Organization shown in the **SCHEDULE** above at the e-mail address shown above.
- D.** This endorsement shall not increase the applicable limits of insurance shown in the Declaration

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

North Powerline Road CDD
Mtindall@gmscfl.com

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

SECTION VII

SECTION C

*Item will be
provided under
separate cover.*

SECTION D

SECTION 1

North Powerline Road

Community Development District

Summary of Check Register

September 13, 2025 to October 10, 2025

Bank	Date	Check No.'s	Amount
General Fund	9/16/25	980-984	\$ 4,886.81
	9/18/25	985-988	\$ 12,373.73
	9/25/25	989	\$ 2,748.80
	10/2/25	990-994	\$ 17,449.51
			\$ 37,458.85
Supervisors July 2025	Mauricio Garcia	50024	\$ 184.70
	Lindsey E Roden	50025	\$ 184.70
	Bobbie J Shockley	50026	\$ 184.70
	Jessica M Spencer	50027	\$ 184.70
			\$ 738.80
Total Amount			\$ 38,197.65

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
9/16/25	00064	8/31/25	00073002	202508	310	51300	-48000			*	239.50		
		8/31/25	00073002	202508	310	51300	-48000			*	483.79		
			NOT OF RULE	DEV-8.20.25									
			NOT OF RULE	MAKE-8.27.25									
									GANNETT FLORIDA LOCALIQ			723.29	000980
9/16/25	00053	8/26/25	66509091	202508	330	57200	-48100			*	40.00		
			PEST CONTROL	AUG25					MASSEY SERVICES INC.			40.00	000981
9/16/25	00050	9/01/25	28655	202509	330	57200	-48500			*	2,750.00		
			POOL MAINTENANCE	SEP25					RESORT POOL SERVICES			2,750.00	000982
9/16/25	00059	8/31/25	12283924	202508	330	57200	-34500			*	455.52		
			SECURITY SVCS	AUG25					SECURITAS SECURITY SERVICES USA, INC			455.52	000983
9/16/25	00084	9/01/25	3833616	202509	320	53800	-47000			*	918.00		
			LAKE MAINTENANCE	SEP25					TIGRIS AQUATIC SERVICES LLC			918.00	000984
9/18/25	00051	8/27/25	15819	202508	330	57200	-48200			*	1,270.00		
			CLEANING SVCS	AUG25					CSS CLEAN STAR SERVICES CENTRAL FL			1,270.00	000985
9/18/25	00006	9/01/25	197	202509	320	53800	-34000			*	1,666.67		
		9/01/25	198	202509	310	51300	-34000			*	3,750.00		
		9/01/25	198	202509	310	51300	-35200			*	110.25		
		9/01/25	198	202509	310	51300	-35100			*	165.42		
		9/01/25	198	202509	310	51300	-31300			*	500.00		
		9/01/25	198	202509	330	57200	-48300			*	1,250.00		
		9/01/25	198	202509	310	51300	-51000			*	1.32		
		9/01/25	198	202509	310	51300	-42000			*	49.38		
		9/01/25	198	202509	310	51300	-42500			*	48.24		
		9/01/25	198	202509	310	51300	-42500			*	45.95		
									GOVERNMENTAL MANAGEMENT SERVICES-CF			7,587.23	000986
									NPRC NORTH POWER LI BOH				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
9/18/25	00032	9/14/25 13141	202508 310-51300-31500		*	129.00	
		ATTORNEY SVCS-AUG25		KILINSKI VAN WYK PLLC			129.00 000987
9/18/25	00034	8/27/25 19729	202508 320-53800-46300		*	3,387.50	
		BAHIA SOD INSTALLED		PRINCE & SONS INC.			3,387.50 000988
9/25/25	00069	9/01/25 98686	202508 330-57200-34500		*	2,405.20	
		SECURITY SVC-8/25-8/31/25					
		9/01/25 98785	202509 330-57200-34500		*	343.60	
		SECURITY SVC-09.01.25		NATION SECURITY SERVICES LLC			2,748.80 000989
10/02/25	00006	8/31/25 199	202508 330-57200-48000		*	1,123.94	
		FIX SHOWR RUNNING NONSTOP		GOVERNMENTAL MANAGEMENT SERVICES-CF			1,123.94 000990
10/02/25	00066	10/02/25 10022025	202510 300-15500-10000		*	3,048.12	
		DR PLAYGRND LEASE-NOV25		HEIDI BONNETT			3,048.12 000991
10/02/25	00053	9/13/25 67038731	202509 330-57200-48100		*	40.00	
		PEST CONTROL-SEP25		MASSEY SERVICES INC.			40.00 000992
10/02/25	00034	9/01/25 19854	202509 320-53800-46200		*	5,835.84	
		DR LANDSCAPE MAINT-SEP25					
		9/01/25 19876	202509 320-53800-46200		*	4,720.42	
		HC LANDSCAPE MAINT-SEP25					
		9/10/25 19986	202509 320-53800-47300		*	134.95	
		FIX 13 DRIPLINE BREAKS					
		9/11/25 20020	202509 320-53800-47300		*	155.54	
		RPLC DRIP BREAK/POLY PIPE		PRINCE & SONS INC.			10,846.75 000993
10/02/25	00054	10/02/25 10022025	202510 300-15500-10000		*	2,390.70	
		PLAYGRND/FUR LEASE-NOV25		WHFS LLC			2,390.70 000994
TOTAL FOR BANK A						37,458.85	
TOTAL FOR REGISTER						37,458.85	

NPRC NORTH POWER LI BOH

SECTION 2

North Powerline Road
Community Development District

Unaudited Financial Reporting
September 30, 2025



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12	<u>Assessment Receipt Schedule</u>

North Powerline Road

Community Development District

Combined Balance Sheet

September 30, 2025

	General Fund	Capital Reserve Fund	Debt Service Funds	Capital Project Funds	Total Governmental Funds
Assets:					
Operating Account	\$ 180,433	\$ -	\$ -	\$ -	\$ 180,433
State Board of Administration	\$ 317,655	\$ -	\$ -	\$ -	\$ 317,655
<u>Investments:</u>					
Capital Reserve - Money Market	\$ -	\$ 232,488	\$ -	\$ -	\$ 232,488
<u>Series 2020</u>					
Reserve	\$ -	\$ -	\$ 355,933	\$ -	\$ 355,933
Revenue	\$ -	\$ -	\$ 337,033	\$ -	\$ 337,033
Prepayment	\$ -	\$ -	\$ 306	\$ -	\$ 306
<u>Series 2022</u>					
Reserve	\$ -	\$ -	\$ 265,234	\$ -	\$ 265,234
Revenue	\$ -	\$ -	\$ 355,586	\$ -	\$ 355,586
Construction - Phase 4	\$ -	\$ -	\$ -	\$ 788	\$ 788
Due from General Fund	\$ -	\$ -	\$ 34	\$ -	\$ 34
Prepaid Expenses	\$ 8,133	\$ -	\$ -	\$ -	\$ 8,133
Total Assets	\$ 506,220	\$ 232,488	\$ 1,314,125	\$ 789	\$ 2,053,622
Liabilities:					
Accounts Payable	\$ 21,437	\$ -	\$ -	\$ -	\$ 21,437
Due to Debt Service	\$ 34	\$ -	\$ -	\$ -	\$ 34
Total Liabilities	\$ 21,471	\$ -	\$ -	\$ 0	\$ 21,471
Fund Balance:					
Nonspendable:					
Prepaid Items	\$ 8,133	\$ -	\$ -	\$ -	\$ 8,133
Restricted for:					
Debt Service - Series 2020	\$ -	\$ -	\$ 693,291	\$ -	\$ 693,291
Debt Service - Series 2022	\$ -	\$ -	\$ 620,835	\$ -	\$ 620,835
Capital Projects - Series 2022	\$ -	\$ -	\$ -	\$ 789	\$ 789
Assigned for:					
Capital Reserves	\$ -	\$ 232,488	\$ -	\$ -	\$ 232,488
Unassigned	\$ 476,617	\$ -	\$ -	\$ -	\$ 476,617
Total Fund Balances	\$ 484,749	\$ 232,488	\$ 1,314,125	\$ 789	\$ 2,032,151
Total Liabilities & Fund Balance	\$ 506,220	\$ 232,488	\$ 1,314,125	\$ 789	\$ 2,053,622

North Powerline Road

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Revenues:</u>				
Assessments - Tax Roll	\$ 771,872	\$ 771,872	\$ 774,740	\$ 2,868
Assessments - Direct Bill	\$ 115,155	\$ 115,155	\$ 115,155	\$ (0)
Boundary Amendment Contributions	\$ -	\$ -	\$ 28,889	\$ 28,889
Interest	\$ -	\$ -	\$ 11,412	\$ 11,412
Miscellaneous	\$ -	\$ -	\$ 240	\$ 240
Total Revenues	\$ 887,027	\$ 887,027	\$ 930,436	\$ 43,409
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 12,000	\$ 6,800	\$ 5,200
Employer FICA Expense	\$ -	\$ -	\$ 367	\$ (367)
Engineering	\$ 17,500	\$ 17,500	\$ 4,284	\$ 13,216
Attorney	\$ 30,000	\$ 30,000	\$ 22,826	\$ 7,174
Annual Audit	\$ 5,600	\$ 5,600	\$ 4,000	\$ 1,600
Assessment Administration	\$ 8,500	\$ 8,500	\$ 8,500	\$ -
Arbitrage	\$ 2,250	\$ 2,250	\$ 900	\$ 1,350
Dissemination	\$ 9,000	\$ 9,000	\$ 6,000	\$ 3,000
Trustee Fees	\$ 20,205	\$ 20,205	\$ 5,388	\$ 14,817
Management Fees	\$ 45,000	\$ 45,000	\$ 45,000	\$ -
Information Technology	\$ 1,985	\$ 1,985	\$ 1,985	\$ (1)
Website Maintenance	\$ 1,323	\$ 1,323	\$ 1,323	\$ -
Postage & Delivery	\$ 1,000	\$ 1,000	\$ 2,742	\$ (1,742)
Insurance	\$ 8,840	\$ 8,840	\$ 6,631	\$ 2,209
Copies	\$ 500	\$ 500	\$ 267	\$ 233
Legal Advertising	\$ 10,000	\$ 10,000	\$ 9,549	\$ 451
Other Current Charges	\$ 2,500	\$ 2,500	\$ 538	\$ 1,962
Boundary Amendment Expenses	\$ -	\$ -	\$ 28,889	\$ (28,889)
Office Supplies	\$ 250	\$ 250	\$ 30	\$ 220
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 176,627	\$ 176,627	\$ 156,193	\$ 20,434
<u>Operations & Maintenance</u>				
Field Expenditures				
Property Insurance	\$ 27,500	\$ 27,500	\$ 21,530	\$ 5,970
Field Management	\$ 20,000	\$ 20,000	\$ 20,000	\$ -
Landscape Maintenance	\$ 160,000	\$ 160,000	\$ 118,895	\$ 41,105
Landscape Replacement	\$ 25,000	\$ 25,000	\$ 4,784	\$ 20,217
Lake Maintenance	\$ 15,204	\$ 15,204	\$ 12,871	\$ 2,333
Fountain Maintenance	\$ 1,800	\$ 1,800	\$ -	\$ 1,800
Streetlights	\$ 112,000	\$ 112,000	\$ 159,008	\$ (47,008)
Electric	\$ 9,000	\$ 9,000	\$ 4,313	\$ 4,687
Water & Sewer	\$ 2,400	\$ 2,400	\$ 81	\$ 2,319
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 2,500	\$ -	\$ 2,500
Irrigation Repairs	\$ 5,000	\$ 5,000	\$ 3,168	\$ 1,832
General Repairs & Maintenance	\$ 20,000	\$ 20,000	\$ 7,070	\$ 12,930
Contingency	\$ 7,500	\$ 7,500	\$ 16,745	\$ (9,245)
Subtotal Field Expenditures	\$ 407,904	\$ 407,904	\$ 368,465	\$ 39,439

North Powerline Road

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Amenity Expenditures				
Amenity - Electric	\$ 18,000	\$ 18,000	\$ 12,340	\$ 5,660
Amenity - Water	\$ 4,000	\$ 4,000	\$ 3,646	\$ 354
Playground Lease	\$ 53,688	\$ 53,688	\$ 65,266	\$ (11,577)
Internet	\$ 2,000	\$ 2,000	\$ 1,644	\$ 356
Pest Control	\$ 648	\$ 648	\$ 480	\$ 168
Janitorial Services	\$ 14,060	\$ 14,060	\$ 11,447	\$ 2,613
Security Services	\$ 34,000	\$ 34,000	\$ 38,450	\$ (4,450)
Pool Maintenance	\$ 33,300	\$ 33,300	\$ 33,730	\$ (430)
Amenity Access Management	\$ 15,000	\$ 15,000	\$ 15,000	\$ -
Amenity Repairs & Maintenance	\$ 12,500	\$ 12,500	\$ 7,170	\$ 5,330
Hog Trap	\$ 5,000	\$ 5,000	\$ 3,665	\$ 1,335
Holiday Decorations	\$ 7,500	\$ 7,500	\$ 7,500	\$ -
Contingency	\$ 7,500	\$ 7,500	\$ 4,354	\$ 3,146
Subtotal Amenity Expenditures	\$ 207,196	\$ 207,196	\$ 204,692	\$ 2,504
Total Operations & Maintenance	\$ 615,100	\$ 615,100	\$ 573,157	\$ 41,943
Total Expenditures	\$ 791,727	\$ 791,727	\$ 729,351	\$ 62,377
<i>Other Financing Uses</i>				
Transfer Out - Capital Reserves	\$ 95,300	\$ 95,300	\$ 95,300	\$ -
Total Other Financing Uses	\$ 95,300	\$ 95,300	\$ 95,300	\$ -
Total Expenditures & Other Financing Uses	\$ 887,027	\$ 887,027	\$ 824,651	\$ 62,377
Net Change in Fund Balance	\$ (0)	\$ 105,785		
Fund Balance - Beginning	\$ -	\$ 378,964		
Fund Balance - Ending	\$ (0)	\$ 484,749		

North Powerline Road

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues				
Interest	\$ 2,000	\$ 2,000	\$ 6,525	\$ 4,525
Total Revenues	\$ 2,000	\$ 2,000	\$ 6,525	\$ 4,525
Expenditures:				
Chair Lift Replacement	\$ 10,500	\$ 10,500	\$ 13,300	\$ (2,800)
Fountain Replacement	\$ 13,500	\$ 13,500	\$ 8,253	\$ 5,247
Playground Fence	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
Contingency	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
Total Expenditures	\$ 35,000	\$ 35,000	\$ 21,553	\$ 13,447
Excess (Deficiency) of Revenues over Expenditures	\$ (33,000)		\$ (15,028)	
Other Financing Sources				
Transfer In - General Fund	\$ 95,300	\$ 95,300	\$ 95,300	\$ -
Total Other Financing Sources	\$ 95,300	\$ 95,300	\$ 95,300	\$ -
Net Change in Fund Balance	\$ 62,300		\$ 80,272	
Fund Balance - Beginning	\$ 92,623		\$ 152,216	
Fund Balance - Ending	\$ 154,923		\$ 232,488	

North Powerline Road

Community Development District

Debt Service Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 712,525	\$ 712,525	\$ 715,167	\$ 2,642
Interest	\$ 8,000	\$ 8,000	\$ 30,160	\$ 22,160
Total Revenues	\$ 720,525	\$ 720,525	\$ 745,327	\$ 24,803
Expenditures:				
Interest - 11/1	\$ 222,391	\$ 222,391	\$ 222,391	\$ -
Principal - 5/1	\$ 270,000	\$ 270,000	\$ 270,000	\$ -
Interest - 5/1	\$ 222,391	\$ 222,391	\$ 222,391	\$ -
Total Expenditures	\$ 714,781	\$ 714,781	\$ 714,781	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 5,743		\$ 30,546	
Fund Balance - Beginning	\$ 305,857		\$ 662,744	
Fund Balance - Ending	\$ 311,600		\$ 693,291	

North Powerline Road

Community Development District

Debt Service Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues:				
Assessments - On Roll	\$ 533,100	\$ 533,100	\$ 535,077	\$ 1,977
Interest	\$ 30,000	\$ 30,000	\$ 25,764	\$ (4,236)
Total Revenues	\$ 563,100	\$ 563,100	\$ 560,841	\$ (2,259)
Expenditures:				
Interest - 11/1	\$ 206,778	\$ 206,778	\$ 206,778	\$ -
Principal - 5/1	\$ 115,000	\$ 115,000	\$ 115,000	\$ -
Interest - 5/1	\$ 206,778	\$ 206,778	\$ 206,778	\$ -
Total Expenditures	\$ 528,556	\$ 528,556	\$ 528,556	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 34,544		\$ 32,284	
Net Change in Fund Balance	\$ 34,544		\$ 32,284	
Fund Balance - Beginning	\$ 426,912		\$ 588,550	
Fund Balance - Ending	\$ 461,455		\$ 620,835	

North Powerline Road

Community Development District

Capital Projects Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Revenues</u>				
Developer Contributions	\$ -	\$ -	\$ 1,000	\$ 1,000
Interest	\$ -	\$ -	\$ 2	\$ 2
Total Revenues	\$ -	\$ -	\$ 1,002	\$ 1,002
<u>Expenditures:</u>				
Capital Outlay - Phase 1	\$ -	\$ -	\$ 33	\$ (33)
Capital Outlay - Phase 2	\$ -	\$ -	\$ 422	\$ (422)
Admin Contingency	\$ -	\$ -	\$ 510	\$ (510)
Total Expenditures	\$ -	\$ -	\$ 965	\$ (965)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 37	
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ -	\$ -	\$ (785)	\$ (785)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (785)	\$ (785)
Net Change in Fund Balance	\$ -	\$ -	\$ (748)	
Fund Balance - Beginning	\$ -	\$ -	\$ 748	
Fund Balance - Ending	\$ -	\$ -	\$ (0)	

North Powerline Road

Community Development District

Capital Projects Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues				
Developer Contributions	\$ -	\$ -	\$ 2,717	\$ 2,717
Interest	\$ -	\$ -	\$ 1,275	\$ 1,275
Total Revenues	\$ -	\$ -	\$ 3,992	\$ 3,992
Expenditures:				
Capital Outlay - Phase 3	\$ -	\$ -	\$ 136,761	\$ (136,761)
Capital Outlay - Phase 4	\$ -	\$ -	\$ 134,288	\$ (134,288)
Total Expenditures	\$ -	\$ -	\$ 271,049	\$ (271,049)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (267,057)	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 785	\$ 785
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 785	\$ 785
Net Change in Fund Balance	\$ -	\$ -	\$ (266,272)	
Fund Balance - Beginning	\$ -	\$ -	\$ 267,060	
Fund Balance - Ending	\$ -	\$ -	\$ 789	

North Powerline Road
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 23,530	\$ 725,252	\$ 5,697	\$ 4,230	\$ 3,207	\$ 6,336	\$ 2,499	\$ 3,967	\$ -	\$ -	\$ 21	\$ 774,740
Assessments - Direct Bill	\$ -	\$ -	\$ -	\$ 57,578	\$ -	\$ -	\$ 28,789	\$ -	\$ -	\$ 28,789	\$ -	\$ -	\$ 115,155
Boundary Amendment Contributions	\$ -	\$ -	\$ -	\$ 6,883	\$ -	\$ 2,481	\$ -	\$ 9,911	\$ -	\$ 9,615	\$ -	\$ -	\$ 28,889
Interest	\$ 3	\$ 2	\$ 10	\$ 17	\$ 7	\$ 283	\$ 2,068	\$ 2,143	\$ 2,075	\$ 1,818	\$ 1,580	\$ 1,406	\$ 11,412
Miscellaneous	\$ -	\$ -	\$ 60	\$ -	\$ -	\$ -	\$ 30	\$ -	\$ -	\$ 60	\$ 90	\$ -	\$ 240
Total Revenues	\$ 3	\$ 23,533	\$ 725,322	\$ 70,174	\$ 4,237	\$ 5,970	\$ 37,223	\$ 14,553	\$ 6,042	\$ 40,281	\$ 1,670	\$ 1,427	\$ 930,436
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 600	\$ 1,400	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 800	\$ 1,000	\$ -	\$ 6,800
Employer FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77	\$ 77	\$ 77	\$ -	\$ 61	\$ 77	\$ -	\$ 367
Engineering	\$ 640	\$ 768	\$ 470	\$ 363	\$ -	\$ -	\$ -	\$ -	\$ 2,044	\$ -	\$ -	\$ -	\$ 4,284
Attorney	\$ 637	\$ 2,302	\$ 2,524	\$ 522	\$ 2,247	\$ 2,754	\$ 4,577	\$ 1,107	\$ 2,070	\$ 3,957	\$ 129	\$ -	\$ 22,826
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -	\$ 4,000
Assessment Administration	\$ 8,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,500
Arbitrage	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ 900
Dissemination	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 500	\$ (1,250)	\$ 500	\$ 500	\$ 500	\$ 6,000
Trustee Fees	\$ -	\$ -	\$ -	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ 1,348	\$ -	\$ (1)	\$ -	\$ 5,388
Management Fees	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 45,000
Information Technology	\$ 165	\$ 165	\$ 165	\$ 165	\$ 165	\$ 165	\$ 165	\$ 165	\$ 165	\$ 165	\$ 165	\$ 165	\$ 1,985
Website Maintenance	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 1,323
Postage & Delivery	\$ 50	\$ 11	\$ 67	\$ 329	\$ 102	\$ 141	\$ 88	\$ 93	\$ 517	\$ 1,235	\$ 58	\$ 49	\$ 2,742
Insurance	\$ 6,631	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,631
Printing & Binding	\$ 2	\$ -	\$ -	\$ 69	\$ -	\$ 52	\$ 2	\$ -	\$ -	\$ -	\$ 48	\$ 94	\$ 267
Legal Advertising	\$ -	\$ 1,019	\$ -	\$ -	\$ -	\$ -	\$ 2,452	\$ 297	\$ -	\$ 4,685	\$ 723	\$ 374	\$ 9,549
Other Current Charges	\$ 41	\$ 44	\$ 42	\$ 41	\$ 45	\$ 45	\$ 45	\$ 44	\$ 45	\$ -	\$ 60	\$ 88	\$ 538
Boundary Amendment Expenses	\$ 3,861	\$ 2,095	\$ 927	\$ 6,981	\$ 3,596	\$ 1,815	\$ 3,696	\$ 5,506	\$ 413	\$ -	\$ -	\$ -	\$ 28,889
Office Supplies	\$ 1	\$ -	\$ 3	\$ 3	\$ 1	\$ 3	\$ 3	\$ 4	\$ 4	\$ 3	\$ 5	\$ 1	\$ 30
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 25,314	\$ 11,614	\$ 10,208	\$ 17,572	\$ 10,767	\$ 10,661	\$ 16,715	\$ 12,653	\$ 9,667	\$ 19,267	\$ 6,623	\$ 5,132	\$ 156,193
Operations & Maintenance													
Field Expenditures													
Property Insurance	\$ 21,530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530
Field Management	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 20,000
Landscape Maintenance	\$ 9,656	\$ 10,746	\$ 9,656	\$ 9,656	\$ 9,656	\$ 9,656	\$ 9,786	\$ 9,656	\$ 9,656	\$ 9,656	\$ 10,556	\$ 10,556	\$ 118,895
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ 990	\$ -	\$ 406	\$ -	\$ -	\$ -	\$ 3,388	\$ -	\$ 4,784
Lake Maintenance	\$ 2,773	\$ 918	\$ 918	\$ 918	\$ 918	\$ 918	\$ 918	\$ 918	\$ 918	\$ 918	\$ 918	\$ 918	\$ 12,871
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetslights	\$ 13,074	\$ 13,074	\$ 13,074	\$ 13,074	\$ 12,735	\$ 12,729	\$ 12,611	\$ 12,810	\$ 12,810	\$ 12,810	\$ 15,774	\$ 14,435	\$ 159,008
Electric	\$ 415	\$ 132	\$ 229	\$ 325	\$ 324	\$ 251	\$ 272	\$ 311	\$ 372	\$ 477	\$ 641	\$ 563	\$ 4,313
Water & Sewer	\$ 17	\$ 17	\$ 17	\$ 17	\$ -	\$ 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 89	\$ 214	\$ 195	\$ 357	\$ 217	\$ 155	\$ 179	\$ 90	\$ 84	\$ 863	\$ 434	\$ 290	\$ 3,168
General Repairs & Maintenance	\$ 400	\$ 1,637	\$ 2,338	\$ 1,229	\$ 509	\$ 807	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,070
Contingency	\$ -	\$ -	\$ 545	\$ -	\$ 7,700	\$ 5,254	\$ 2,947	\$ 54	\$ 40	\$ 205	\$ -	\$ -	\$ 16,745
Subtotal Field Expenditures	\$ 49,621	\$ 28,405	\$ 28,639	\$ 27,244	\$ 34,715	\$ 31,448	\$ 28,935	\$ 25,506	\$ 25,547	\$ 26,597	\$ 33,377	\$ 28,430	\$ 368,465

North Powerline Road
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenity Expenditures													
Amenity - Electric	\$ 1,681	\$ -	\$ 990	\$ 898	\$ 655	\$ 856	\$ 975	\$ 1,011	\$ 1,117	\$ 1,013	\$ 2,119	\$ 1,026	\$ 12,340
Amenity - Water	\$ 218	\$ 200	\$ 229	\$ 260	\$ 444	\$ 343	\$ 287	\$ 273	\$ 293	\$ 271	\$ 573	\$ 257	\$ 3,646
Playground Lease	\$ 5,439	\$ 5,439	\$ 5,439	\$ 5,439	\$ 5,439	\$ 5,439	\$ 5,439	\$ 5,439	\$ 5,439	\$ 5,439	\$ 5,439	\$ 5,439	\$ 65,266
Internet	\$ 135	\$ 135	\$ 135	\$ 135	\$ 135	\$ 135	\$ 135	\$ 135	\$ 135	\$ 138	\$ 143	\$ 143	\$ 1,644
Pest Control	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 480
Janitorial Services	\$ 800	\$ 1,122	\$ 800	\$ 900	\$ 1,000	\$ 1,030	\$ 1,000	\$ 1,000	\$ -	\$ 1,255	\$ 1,270	\$ 1,270	\$ 11,447
Security Services	\$ 1,824	\$ 2,576	\$ 2,026	\$ 1,772	\$ 1,822	\$ 3,192	\$ 1,822	\$ 2,613	\$ 1,999	\$ 7,696	\$ 10,764	\$ 344	\$ 38,450
Pool Maintenance	\$ 3,200	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 3,030	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 33,730
Amenity Access Management	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 15,000
Amenity Repairs & Maintenance	\$ 3,901	\$ -	\$ 425	\$ -	\$ 225	\$ -	\$ 175	\$ 250	\$ 285	\$ -	\$ 1,909	\$ -	\$ 7,170
Hog Trap	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,015	\$ 1,650	\$ -	\$ 3,665
Holiday Decorations	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Contingency	\$ -	\$ -	\$ 4,354	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,354
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Amenity Expenditures	\$ 18,488	\$ 21,013	\$ 18,438	\$ 13,444	\$ 13,760	\$ 15,036	\$ 13,873	\$ 15,041	\$ 13,308	\$ 21,866	\$ 27,906	\$ 12,519	\$ 204,692
Total Operations & Maintenance	\$ 68,109	\$ 49,418	\$ 47,078	\$ 40,688	\$ 48,475	\$ 46,484	\$ 42,808	\$ 40,547	\$ 38,855	\$ 48,463	\$ 61,284	\$ 40,948	\$ 573,157
Total Expenditures	\$ 93,424	\$ 61,032	\$ 57,286	\$ 58,260	\$ 59,241	\$ 57,145	\$ 59,524	\$ 53,200	\$ 48,521	\$ 67,730	\$ 67,907	\$ 46,080	\$ 729,351
Other Financing Uses													
Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,300	\$ -	\$ -	\$ 95,300
Total Other Financing Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,300	\$ -	\$ -	\$ 95,300
Total Expenditures & Other Financing Uses	\$ 93,424	\$ 61,032	\$ 57,286	\$ 58,260	\$ 59,241	\$ 57,145	\$ 59,524	\$ 53,200	\$ 48,521	\$ 163,030	\$ 67,907	\$ 46,080	\$ 824,651
Net Change in Fund Balance	\$ (93,421)	\$ (37,499)	\$ 668,036	\$ 11,914	\$ (55,004)	\$ (51,175)	\$ (22,301)	\$ (38,648)	\$ (42,479)	\$ (122,748)	\$ (66,237)	\$ (44,654)	\$ 105,785

North Powerline Road

Community Development District

Long Term Debt Report

Series 2020, Special Assessment Revenue Bonds		
Maturity Date:	5/1/2051	
Reserve Fund Definition	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$355,933	
Reserve Fund Balance	\$355,933	
Bonds Outstanding - 12/14/20		\$12,685,000
Less: Principal Payment - 05/01/22		(\$250,000)
Less: Special Call - 05/01/22		(\$20,000)
Less: Special Call - 11/01/22		(\$5,000)
Less: Principal Payment - 05/01/23		(\$255,000)
Less: Principal Payment - 05/01/24		(\$260,000)
Less: Principal Payment - 05/01/25		(\$270,000)
Current Bonds Outstanding		\$11,625,000

Series 2022, Special Assessment Revenue Bonds		
Maturity Date:	5/1/2052	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$265,234	
Reserve Fund Balance	\$265,234	
Bonds Outstanding - 06/09/22		\$11,000,000
Less: Principal Payment - 05/01/23		(\$150,000)
Less: Special Call - 08/01/23		(\$1,560,000)
Less: Special Call - 11/01/23		(\$1,605,000)
Less: Principal Payment - 05/01/24		(\$115,000)
Less: Special Call - 08/01/24		(\$110,000)
Less: Principal Payment - 05/01/25		(\$115,000)
Current Bonds Outstanding		\$7,345,000

North Powerline Road CDD

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2025

ON ROLL ASSESSMENTS

Gross Assessments \$ 829,975.76 \$ 766,155.52 \$ 573,225.66 \$ 2,169,356.94
Net Assessments \$ 771,877.46 \$ 712,524.63 \$ 533,099.86 \$ 2,017,501.95

38.26% 35.32% 26.42% 100.00%

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Property Appraiser	Net Receipts	General Fund	ries 2020 Debt Serv	ries 2022 Debt Serv	Total
11/13/24	10/21/24	\$1,664.64	(\$57.29)	(\$32.15)	\$0.00	\$0.00	\$1,575.20	\$602.65	\$556.32	\$416.23	\$1,575.20
11/15/24	10/01-10/31/24	\$2,637.85	(\$105.52)	(\$50.65)	\$0.00	\$0.00	\$2,481.68	\$949.47	\$876.46	\$655.75	\$2,481.68
11/19/24	11/01-11/07/24	\$17,157.82	(\$686.30)	(\$329.43)	\$0.00	\$0.00	\$16,142.09	\$6,175.81	\$5,700.93	\$4,265.35	\$16,142.09
11/26/24	11/08-11/15/24	\$43,902.71	(\$1,756.12)	(\$842.93)	\$0.00	\$0.00	\$41,303.66	\$15,802.40	\$14,587.28	\$10,913.98	\$41,303.66
12/06/24	11/16-11/26/24	\$501,480.69	(\$20,059.68)	(\$9,628.42)	\$0.00	\$0.00	\$471,792.59	\$180,503.45	\$166,623.80	\$124,665.34	\$471,792.59
12/20/24	11/27-11/30/24	\$1,351,951.98	(\$54,162.44)	(\$25,955.79)	\$0.00	\$0.00	\$1,271,833.75	\$486,591.75	\$449,175.71	\$336,066.29	\$1,271,833.75
12/27/24	12/01-12/15/24	\$184,492.09	(\$7,245.90)	(\$3,544.92)	\$0.00	\$0.00	\$173,701.27	\$66,456.48	\$61,346.38	\$45,898.41	\$173,701.27
12/30/24	Inv#4652161	\$0.00	\$0.00	\$0.00	\$0.00	(\$13,393.81)	(\$13,393.81)	(\$5,124.35)	(\$4,730.31)	(\$3,539.15)	(\$13,393.81)
12/30/24	Inv#4652162	\$0.00	\$0.00	\$0.00	\$0.00	(\$8,299.76)	(\$8,299.76)	(\$3,175.41)	(\$2,931.24)	(\$2,193.11)	(\$8,299.76)
01/10/25	12/16-12/31/24	\$15,649.19	(\$453.59)	(\$303.91)	\$0.00	\$0.00	\$14,891.69	\$5,697.43	\$5,259.32	\$3,934.94	\$14,891.69
02/03/25	10/01-12/31/24	\$0.00	\$0.00	\$0.00	\$3,081.02	\$0.00	\$3,081.02	\$1,178.77	\$1,088.13	\$814.12	\$3,081.02
02/10/25	01/01-01/31/25	\$10,910.15	(\$2,772.21)	(\$162.76)	\$0.00	\$0.00	\$7,975.18	\$3,051.23	\$2,816.61	\$2,107.34	\$7,975.18
03/07/25	02/01-02/28/25	\$8,638.57	(\$86.35)	(\$171.04)	\$0.00	\$0.00	\$8,381.18	\$3,206.56	\$2,960.00	\$2,214.62	\$8,381.18
04/11/25	03/01-03/31/25	\$16,843.23	\$0.00	(\$336.86)	\$0.00	\$0.00	\$16,506.37	\$6,315.19	\$5,829.58	\$4,361.60	\$16,506.37
04/30/25	01/01-03/31/25	\$0.00	\$0.00	\$0.00	\$55.22	\$0.00	\$55.22	\$21.13	\$19.50	\$14.59	\$55.22
05/09/25	04/01-04/30/25	\$6,665.28	\$0.00	(\$133.31)	\$0.00	\$0.00	\$6,531.97	\$2,499.07	\$2,306.91	\$1,725.99	\$6,531.97
06/13/25	05/01-05/31/25	\$4,949.43	\$0.00	(\$98.99)	\$0.00	\$0.00	\$4,850.44	\$1,855.73	\$1,713.04	\$1,281.67	\$4,850.44
06/23/25	06/02-06/02/25	\$5,631.98	\$0.00	(\$112.64)	\$0.00	\$0.00	\$5,519.34	\$2,111.65	\$1,949.27	\$1,458.42	\$5,519.34
09/30/25	04/01-06/30/25	\$0.00	\$0.00	\$0.00	\$54.68	\$0.00	\$54.68	\$20.92	\$19.31	\$14.45	\$54.68
TOTAL		\$ 2,172,575.61	\$ (87,385.40)	\$ (41,703.80)	\$ 3,190.92	\$ (21,693.57)	\$ 2,024,983.76	\$ 774,739.93	\$ 715,167.00	\$ 535,076.83	\$ 2,024,983.76

100%	Net Percent Collected
0	Bal. Remaining to Collect

DIRECT BILL ASSESSMENTS

Cassidy Holdings LLC 2025-01					Net Assessments	\$ 115,155.02
Date Received	Due Date	Check Number	Net Assessed	Amount Received - GF		
1/29/25	10/1/24	2516/2517/2518	\$ 57,577.51	\$ 57,577.51		
3/28/25	2/1/25	2620/2621/2622	\$ 28,788.75	\$ 28,788.75		
7/23/25	5/1/25	2711/2712/2713	\$ 28,788.75	\$ 28,788.75		
			\$ 115,155.01	115,155.01		