Westchase Community Development District

Board of Supervisors
Matt Lewis, Chairman
Gregory Chesney, Vice Chairman
Christopher Barrett, Assistant Secretary
James Wimsatt, Assistant Secretary
Reggie Gillis, Assistant Secretary

Heather Dilley, District Manager
Erin McCormick, Esq, District Counsel
Sherida Cook, Office Manager
Robert Dvorak, District Engineer
David Sylvanowicz, Field Manager

Regular Meeting Agenda

Tuesday, April 7, 2026 – 4:00 p.m.
Meeting Location: Maureen B. Gauzza Regional Library,
11211 Countryway Boulevard, Tampa, Florida
www.westchasecdd.us

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1. **Call to Order**
2. **Audience Comments on Agenda Items** – *Three (3) Minute Time Limit*
3. **Consent Agenda**
   - A. Consideration of Acceptance – Audited Financial Report for the Fiscal Year ended September 30, 2025…… Page 3
   - B. Review of Minutes from the Meeting held March 3, 2026……. Page 34
   - C. Review of February 2026 Financial Statements……. Page 50
     - a. Operations and Maintenance Expenditures Report for February 2026…… Page 67
   - D. Ratification of East End Landscape & Lawn Maintenance – Pond 51 Shoreline Stabilization Proposal - $9,950.00…….. Page 68
   - E. Ratification of Contracts
     - a. Buchanan Building Services – Electrical Drainage Pump Service Agreement - $23,376.00……. Page 71
     - b. East End Landscape & Lawn Maintenance – Maintenance and Restoration Work for Stormwater Facilities Agreement - $103,500.00…….. Page 83
4. **Staff Reports**
   - A. Field Manager
     - a. Consideration of Proposals
       - Arete Industries – Decorative Sign Posts - $5,416.00……. Page 135
       - Freeport Fountains – West Park Fountain Repair - $8,475.00…… Page 137
   - B. District Engineer
     - a. Consideration of Dredging Pond 120 Proposals
       - Compiled List Summary…….. Page 138
       - Bayside Dredging - $87,000.00……... Page 139
       - All Water - $40,876.00…… Page 146
       - Crosscreek Environmental - $85,400.00……..... Page 162
       - EEL - $77,500.00…… Page 164
     - b. Consideration for Approval – East End Landscape – Sump B Stabilization Change Order #1 - $5,000.00……. Page 167
     - c. Consideration for Approval – East End Landscape – Sump B Stabilization Change Order #2 - $5,000.00……. Page 170
   - C. District Counsel
     - a. Off-Duty Sheriff Agreement and Worker's Compensation Update
     - b. Pond 120 Update and Meeting with 2 Resident Property Owners
     - c. Consideration of Vertex Development, LLC's request for Estoppel and Consent Regarding Ground Lease, and Consent to Lease Assignment to Vertical Bridge Development, LLC…….. Page 173

D. District Manager

5. **Audience Comments on New Business Items** – *Three (3) Minute Time Limit*
6. **Supervisor Requests**
7. **Adjournment**

The next workshop meeting is scheduled for April 21, 2026, at 6:30 p.m.

WESTCHASE
COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025

WESTCHASE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Westchase Community Development District
Hillsborough County, Florida

Report on the Audit of the Financial Statements

Opinions

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

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

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 16, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

March 16, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

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

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities plus deferred inflows of resources at the close of the most recent fiscal year resulting in a net position balance of $14,414,756.

- The change in the District's total net position in comparison with the prior fiscal year was ($843,126), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.

- At September 30, 2025, the District's governmental funds reported combined ending fund balances of $4,192,841, a decrease of ($515,994) in comparison with the prior fiscal year. A portion of fund balance is non-spendable for deposits and prepaid items, assigned to capital projects, reserves, erosion control and roadway projects, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

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

Government-Wide Financial Statements

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

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

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

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management), physical environment (maintenance), and culture and recreation functions.

Fund Financial Statements

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

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

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

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

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

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

Notes to the Financial Statements

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

GOVERNMENT-WIDE FINANCIAL ANALYSIS

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

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

NET POSITION
SEPTEMBER 30,

	2025	2024
Current and other assets	$ 4,946,336	$ 5,851,336
Capital assets, net of depreciation	10,221,915	10,549,047
Total assets	15,168,251	16,400,383
Current liabilities	297,210	665,317
Total liabilities	297,210	665,317
Deferred inflows of resources related to lease	456,285	477,184
Total liabilities and deferred inflows	753,495	1,142,501
Net position		
Net investment in capital assets	10,924,111	10,549,047
Unrestricted	3,490,645	4,708,835
Total net position	$ 14,414,756	$ 15,257,882

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

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

The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations and depreciation expense exceeded ongoing program revenues.

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

CHANGES IN NET POSITION
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

	2025	2024
Revenues:		
Program revenues:		
Charges for services	$ 4,079,539	$ 3,623,449
General revenues:		
Unrestricted investment earnings	101,640	168,947
Lease revenue	20,899	20,899
Total revenues	4,202,078	3,813,295
Expenses:		
General government	515,320	430,126
Physical environment	4,418,820	3,487,914
Culture and recreation	111,064	122,464
Total expenses	5,045,204	4,040,504
Change in net position	(843,126)	(227,209)
Net position - beginning	15,257,882	15,485,091
Net position - ending	$ 14,414,756	$ 15,257,882

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025, was $5,045,204. The costs of the District's activities were primarily funded by program revenues. Program revenues are comprised primarily of assessments. The remainder of the current fiscal year revenue includes interest revenue and miscellaneous income. The majority of the increase in program revenues is the result of an increase in assessments levied for the current year. The increase in current fiscal year expenses is primarily the result of an increase in maintenance and repair costs.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditure may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2025, was amended to increase appropriations by $1,138,550. Actual general fund expenditures for the fiscal year ended September 30, 2025, exceeded appropriations by $244,669. The over-expenditures were funded by available fund balance.

CAPITAL ASSETS

At September 30, 2025, the District had $24,579,207 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of $14,357,292 has been taken, which resulted in a netbook value of $10,221,915. More detailed information about the District's capital assets is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEARS BUDGETS AND OTHER EVENTS

The District anticipates that the general operations will remain fairly constant. In connection with the District's future infrastructure maintenance and replacement plan, the District Board has included in the budget an estimate of those anticipated future costs and has assigned a portion of current available resources for that purpose.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, landowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Westchase Community Development District's Finance Department at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

WESTCHASE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

	Governmental Activities
ASSETS	
Cash	$ 4,397,507
Due from other government	28,692
Lease receivable	486,358
Other receivable	2,401
Prepaid expenses	160
Deposits	31,218
Capital assets:	
Non-depreciable	6,864,655
Depreciable, net	3,357,260
Total assets	15,168,251
LIABILITIES	
Accounts payable and accrued expenses	297,210
Total liabilities	297,210
DEFERRED INFLOWS OF RESOURCES	
Lease	456,285
Total deferred inflows of resources	456,285
NET POSITION	
Net investment in capital assets	10,924,111
Unrestricted	3,490,645
Total net position	$ 14,414,756

See notes to the financial statements

WESTCHASE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Primary government:			
Governmental activities:			
General government	$ 515,320	$ 430,741	$ (84,579)
Physical environment	4,418,820	3,492,904	(925,916)
Culture and recreation	111,064	155,894	44,830
Total governmental activities	5,045,204	4,079,539	(965,665)
General revenues:			
Unrestricted investment earnings			101,640
Lease revenue			20,899
Total general revenues			122,539
Change in net position			(843,126)
Net position - beginning			15,257,882
Net position - ending			$ 14,414,756

See notes to the financial statements

WESTCHASE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	Major Funds		Total
	General	Capital Projects	Governmental Funds
ASSETS			
Cash	$ 3,695,311	$ 702,196	$ 4,397,507
Due from other government	28,692	-	28,692
Other receivable	2,401	-	2,401
Lease receivable	486,358	-	486,358
Prepaid items	160	-	160
Deposits	31,218	-	31,218
Total assets	$ 4,244,140	$ 702,196	$ 4,946,336
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued expenses	$ 297,210	$ -	$ 297,210
Total liabilities	297,210	-	297,210
Deferred Inflows of Resources:			
Leases	456,285	-	456,285
Total deferred inflows of resources	456,285	-	456,285
Fund balances:			
Nonspendable:			
Deposits and prepaid items	31,378	-	31,378
Assigned to:			
Operating reserves	853,924	-	853,924
Roadway projects	1,038,136	-	1,038,136
Capital projects	-	702,196	702,196
Erosion control	60,000	-	60,000
Unassigned:	1,507,207	-	1,507,207
Total fund balances	3,490,645	702,196	4,192,841
Total liabilities, deferred inflows of resources and fund balances	$ 4,244,140	$ 702,196	$ 4,946,336

See notes to the financial statements

WESTCHASE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

Fund balance - governmental funds		$ 4,192,841
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.		
Cost of capital assets	24,579,207	
Accumulated depreciation	(14,357,292)	10,221,915
Net position of governmental activities		$ 14,414,756

See notes to the financial statements

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

	Major Funds		Total Governmental Funds
	General	Capital Projects	
REVENUES			
Assessments	$ 4,046,284	$ -	$ 4,046,284
Interest	101,640	-	101,640
Lease revenue	20,899	-	20,899
Miscellaneous revenue	33,255	-	33,255
Total revenues	4,202,078	-	4,202,078
EXPENDITURES			
Current:			
General government	515,320	-	515,320
Physical environment	4,049,677	-	4,049,677
Culture and recreation	111,064	-	111,064
Capital outlay	42,011	-	42,011
Total expenditures	4,718,072	-	4,718,072
Excess (deficiency) of revenues over (under) expenditures	(515,994)	-	(515,994)
Fund balances - beginning	4,006,639	702,196	4,708,835
Fund balances - ending	$ 3,490,645	$ 702,196	$ 4,192,841

See notes to the financial statements

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

Net change in fund balances - total governmental funds	$	(515,994)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures, however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.		42,011
Depreciation on capital assets is not recognized in the governmental fund financial statements but is reported as an expense in the statement of activities.		(369,143)
Change in net position of governmental activities	$	(843,126)

See notes to the financial statements

WESTCHASE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Westchase Community Development District ("District") was created on January 9, 1991, by Ordinance 91-1 of the Board of County Commissioners of Hillsborough County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure. In a prior fiscal year, the District and Westchase East Community Development District passed resolutions allowing actions to be taken to merge the Districts. Pursuant to the agreement, Westchase Community Development District is the surviving District and assumed all indebtedness of, and received title to all property owned by Westchase East Community Development District.

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

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:
1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements
The basic financial statements include both government-wide and fund financial statements.

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-Wide and Fund Financial Statements (Continued)

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

Measurement Focus, Basis of Accounting and Financial Statement Presentation

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

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

Assessments

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. For debt service, certain amounts are collected at lot closings as advance payments and are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations and debt service are billed and collected by the County Tax Assessor/Collector. The amounts remitted to the District are net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

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

The District reports the following major governmental funds:

General Fund

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

Capital Projects Fund

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

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

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

Assets, Liabilities and Net Position or Equity

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

Deposits and Investments
The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

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

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

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

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

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Capital Assets (Continued)
Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Improvements	10 - 30
Buildings	15 - 40
Infrastructure	15 - 40
Machinery and equipment	5 - 20

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Leases
The District is a lessor for a noncancellable lease of land. The District recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements. At the commencement of a lease, the District initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.
Key estimates and judgments include how the District determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The District uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The District monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deferred Outflows/Inflows of Resources

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

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

Fund Equity/Net Position

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

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

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

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

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

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

Other Disclosures

Use of Estimates

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

NOTE 3 – BUDGETARY INFORMATION

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

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

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

NOTE 4 – DEPOSITS

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

NOTE 5 – CAPITAL ASSETS

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

	Beginning Balance	Additions	Reductions	Ending Balance
Governmental activities				
Capital assets, not being depreciated				
Land and improvements	$ 6,864,655	$ -	$ -	$ 6,864,655
Construction in progress	1,268,682	-	(1,268,682)	-
Total capital assets, not being depreciated	8,133,337	-	(1,268,682)	6,864,655
Capital assets, being depreciated				
Infrastructure	9,922,734	-	-	9,922,734
Buildings	523,807	-	-	523,807
Improvements other than buildings	5,591,552	1,310,693	-	6,902,245
Machinery and equipment	365,766	-	-	365,766
Total capital assets, being depreciated	16,403,859	1,310,693	-	17,714,552
Less accumulated depreciation for:				
Infrastructure	(8,590,614)	(147,160)	-	(8,737,774)
Buildings	(383,374)	(13,414)	-	(396,788)
Improvements other than buildings	(4,788,516)	(177,487)	-	(4,966,003)
Machinery and equipment	(225,645)	(31,082)	-	(256,727)
Total accumulated depreciation	(13,988,149)	(369,143)	-	(14,357,292)
Total capital assets, being depreciated, net	2,415,710	941,550	-	3,357,260
Governmental activities capital assets, net	$ 10,549,047	$ 941,550	$ (1,268,682)	$ 10,221,915

Depreciation expense was charged to the physical environment function/program.

NOTE 6 – RETIREMENT PLAN

The District maintains individual retirement accounts for employees who meet a certain pay requirement. The District's required contribution is 6% of the total salaries of qualified participants. Total salaries of qualified participants for the fiscal year ended September 30, 2025, were $286,005. Employer contributions for the period were $17,160.

NOTE 7 – LAND LEASE AGREEMENT

In January 2021 the District executed an option and land lease agreement with Vertex Development LLC whereby in consideration of a payment of $3,000 the District grants Vertex the option to lease a portion of land. Pursuant to the agreement, the option will be for a period of 12 months. If the option is exercised Vertex will construct, install, operate and maintain a wireless communication facility. The lease will be for 10 years with three 5-year options to extend. Base fee is set at $21,000 annually with a 3% annual increase. In September 2021, the option was extended to 18 months. In the prior fiscal year, the District received an additional $4,500 for exercising the option to lease. Upon exercising the Option, Vertex shall be permitted to construct, install, operate and maintain a Wireless Communication Facility ("WCF").

The District is a lessor for a non-cancellable lease of land and recognized a lease receivable and a deferred inflow of resources in the financial statements.

NOTE 7 – LAND LEASE AGREEMENT (Continued)

Lease receivable

In the prior fiscal year, the District began leasing land to Vertex Development LLC. The lease is structured with an initial ten-year term, with the option of three renewal terms which are all five-year terms. As of fiscal year 2022, the District is to receive $21,000 payment per year with a 3% annual increase. The District recognized $14,798 in interest revenue during the current fiscal year related to this lease. As of September 30, 2025, the District's receivable for lease payments was $486,358. Also, the District has a deferred inflow of resources of $456,285 associated with this lease that will be recognized as revenue over the lease term.

Maturity Schedule

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

Fiscal Year Ending September 30,	Principal	Interest	Total Receipts
2026	$ 9,043	$ 14,547	$ 23,590
2027	10,028	14,267	24,295
2028	11,063	13,957	25,020
2029	12,152	13,615	25,767
2030	13,296	13,240	26,536
2031-2035	85,766	59,276	145,042
2036-2040	124,207	43,813	168,020
2041-2045	172,775	21,862	194,637
2046-2047	48,028	1,053	49,081
Total Future Receipts	$ 486,358	$ 195,630	$ 681,988

NOTE 8 – MANAGEMENT COMPANY

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

NOTE 9 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. Settled claims have not exceeded commercial insurance coverage over the past three years.

NOTE 10 – SUBSEQUENT EVENTS

Contingencies

Subsequent to fiscal year end, the District became involved in an alleged injury claim related to an incident that reportedly occurred on December 18, 2023. An amended complaint seeking damages was filed in November 2025 and was served to the District on March 4, 2026. The District's insurance carrier has retained legal counsel to defend the matter. The case remains pending, and the ultimate outcome and potential financial impact, if any, cannot be determined at this time.

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

	Budgeted Amounts		Actual	Variance with Final Budget - Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Assessments	$ 3,282,454	$ 3,282,454	$ 4,046,284	$ 763,830
Interest	26,000	26,000	101,640	75,640
Rent and leases	20,899	20,899	20,899	-
Other revenue	5,500	5,500	33,255	27,755
Total revenues	3,334,853	3,334,853	4,202,078	867,225
EXPENDITURES				
Current:				
General government	466,887	559,438	515,320	44,118
Physical environment	2,692,412	3,512,411	4,049,677	(537,266)
Culture and recreation	46,192	122,192	111,064	11,128
Capital outlay	129,362	279,362	42,011	237,351
Total expenditures	3,334,853	4,473,403	4,718,072	(244,669)
Excess (deficiency) of revenues over (under) expenditures	-	(1,138,550)	(515,994)	622,556
OTHER FINANCING SOURCES				
Use of fund balance	-	1,138,550	-	(1,138,550)
Total other financing sources	-	1,138,550	-	(1,138,550)
Net change in fund balance	$ -	$ -	(515,994)	$ (515,994)
Fund balance - beginning			4,006,639	
Fund balance - ending			$ 3,490,645	

See notes to required supplementary information

WESTCHASE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

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

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2025, was amended to increase appropriations by $1,138,550. Actual general fund expenditures for the fiscal year ended September 30, 2025, exceeded appropriations by $244,669. The over-expenditures were funded by available fund balance.

WESTCHASE COMMUNITY DEVELOPMENT DISTRICT
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025
UNAUDITED

Element	Comments
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	4
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	19
Employee compensation	$346,552
Independent contractor compensation	$863,742
Construction projects to begin on or after October 1; ($65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - $101.72 - $22,744.88
Special assessments collected	$4,046,284
Outstanding Bonds:	Not applicable

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CERTIFIED PUBLIC ACCOUNTANTS

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

To the Board of Supervisors
Westchase Community Development District
Hillsborough County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Westchase Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated March 16, 2026.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

We noted certain matters that we reported to management of the District in a separate letter dated March 16, 2026.

The District's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the findings identified in our audit and described in the accompanying Management Letter. The District's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

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

March 16, 2026

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

To the Board of Supervisors
Westchase Community Development District
Hillsborough County, Florida

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

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

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

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

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

March 16, 2026

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

To the Board of Supervisors
Westchase Community Development District
Hillsborough County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Westchase Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated March 16, 2026.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards;* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 16, 2026, should be considered in conjunction with this management letter.

Purpose of this Letter

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

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

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

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

March 16, 2026

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

2025-01 Budget:

Observation: Actual expenditures exceeded appropriations in the general fund for the fiscal year ended September 30, 2025.

Recommendation: The District should amend the budget during the fiscal year or within statutory guidelines to ensure that all expenditures are properly budgeted.

Reference Number for Prior Year Finding: 2024-01: Budget

Management Response: Management will review expenditures in detail to ensure that they do not exceed appropriations in the future and prepare a budget amendment within the 60-day timeframe after year end.

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

2024-01: Budget

Current Status: See finding no. 2025-01 above.

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

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

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

   There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2024, except as noted above.

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

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

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

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

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

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

REPORT TO MANAGEMENT (Continued)

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

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

RE: WESTCHASE COMMUNITY
DEVELOPMENT DISTRICT
_____/

TRANSCRIPT OF: BOARD MEETING

DATE : MARCH 3, 2026

TIME: 4:00 p.m. - 5:03 p.m.

PLACE: Maureen Gauzza Regional Library
Community Room A
11211 Countryway Boulevard
Tampa, Florida 33626

REPORTED BY: Whitlie Grace Cullipher
Notary Public
State of Florida at Large

APPEARANCES:
WESTCHASE COMMUNITY DEVELOPMENT DISTRICT BOARD MEMBERS:

Matthew Lewis, Chairman
Greg Chesney, Vice Chairman
Jim Wimsatt
Christopher Barrett
Reggie Gillis

ALSO PRESENT:
KAI:
Heather Dilley, District Manager

DISTRICT ATTORNEY:
Erin McCormick

WESTCHASE STAFF:
David Sylvanowicz
Sherida Cook

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The transcript of Westchase Community Development District Board Meeting, on the 3rd day of March, 2026, at the Maureen Gauzza Regional Library, 11211 Countryway Boulevard, Community Room A, Tampa, Florida, beginning at 4:00 p.m., reported by Whitlie Grace Cullipher, Notary Public in and for the State of Florida at Large.

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CHAIRMAN LEWIS: All right, folks. Good afternoon. Welcome to the Westchase CDD meeting for March 3rd, 2026. I'm going to go ahead and call the meeting to order. Let the record reflect that all supervisors except for Mr. Barrett are here, except he will be here in about ten minutes and then we have staff, attorney, manager and engineer.

So with that, Heather, I'll turn it over to you.

MS. DILLEY: Okay. Audience comments. Well, again, thank you so much for joining us. We actually have changed the agenda a little bit from the board's request. We have an audience comment section at the very top. That will be on agenda items only and then towards the end, after the board does their discussion and their business items, there is another section for audience comments. Please just be advised that it is at the discretion of the board if they would like to engage or if they would just like to take that under advisement. It's not really a Q and A.

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I do like to have kind of an orderly comment section. Sometimes we have larger crowds, this isn't too bad today, but what I'll do is I'll just start with the front row over and then we'll just work our way back. That way, we can direct all of our comments directly to the board and we can just -- everyone will have a turn. Okay?

Thank you.

CHAIRMAN LEWIS: Just if I -- I -- the phone made me realize, if you guys have phone, don't -- if you could just put it on mute or vibrate or turn it off, please. I appreciate it.

MS. DILLEY: So at this time -- I'm sorry.

CHAIRMAN LEWIS: That was it.

MS. DILLEY: At this time -- okay. So at this time, does anyone from the audience have any questions pertaining -- or comments pertaining to the agenda?

I'll start over here.

(No response.)

MS. DILLEY: Okay. Hearing none, we'll just move on to the business items or consent agenda.

CHAIRMAN LEWIS: Okay. All right. So at this point, I'd be looking for a motion to approve the consent agenda.

MR. WIMSATT: Move to approve the consent agenda.

CHAIRMAN LEWIS: Okay. Do we have --

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MR. GILLIS: Second.

CHAIRMAN LEWIS: Okay. Reggie seconded it.

All right. Any comments or questions or discussion?

(No response.)

CHAIRMAN LEWIS: All right. Hearing none, all in favor?

(All board members signify in the affirmative.)

CHAIRMAN LEWIS: Carries four to zero.

(Motion passes.)

CHAIRMAN LEWIS: Do you still want to say something or --

MR. CHESNEY: No, no, I'm sorry. Doing two things at once. I'm not a good multi-tasker.

CHAIRMAN LEWIS: That's okay. With that, we'll move on to business items. Let's see -- consider -- is this you, Erin or -- or Heather?

MS. DILLEY: This is Resolution 2026-08 for the general elections. We have seat one, which Greg Chesney is in. We also have seat two, which is Chris Barrett. Those are up for elections in November. There is a qualifying time, I believe it is in July -- June -- let me just see really quick -- I believe -- is it June 15th to the 19th of this year?

MS. McCORMICK: Yeah, let me -- I was just going to

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get to the -- where was this on the agenda?

MS. DILLEY: It's 57, page 57.

MS. McCORMICK: Oh, I see.

MS. DILLEY: So anyone that would like to qualify for the general elections, there is a short period of time and it's from June 15th -- we're just going to double check that -- from noon to -- which is Monday -- to Friday at noon, so you have to go down to the County Supervisors of Election's Office, fill out some forms, there is a little bit of a fee. In order to qualify, you must reside in the district, you must be 18 years or older, you must be a Florida resident and you must be a registered voter and a U.S. citizen.

So if anyone is interested in that, that is the process.

Did you find anything?

MS. McCORMICK: No, I'm just -- let me go through this other --

MS. DILLEY: The other item that I might mention is that every supervisor is entitled to compensation of $200 per meeting, up to $4,800 per year. Okay?

MS. McCORMICK: And the qualifying period is noon on June 8th through noon on June 12th.

MS. DILLEY: All right. Thank you for the correction. That's all I have on that.

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CHAIRMAN LEWIS: That's it, all right. Okay. We'll move into staff reports. David?

MS. DILLEY: Would you like to make a motion on that?

CHAIRMAN LEWIS: Oh, okay. I -- I didn't realize we had to, but --

MS. DILLEY: That's okay.

CHAIRMAN LEWIS: Okay. So I'll move for adoption of Resolution 26 -- 2026-08.

MR. WIMSATT: I'll second it.

CHAIRMAN LEWIS: Seconded by Jim.

Any discussion?

(No response.)

CHAIRMAN LEWIS: All in favor?

(All board members signify in the affirmative.)

CHAIRMAN LEWIS: Carries four to zero.

(Motion passes.)

CHAIRMAN LEWIS: That all set?

MS. DILLEY: Thank you. Sorry.

CHAIRMAN LEWIS: Okay. I was in the slow reading group, Heather.

Okay, staff reports. David?

MR. SYLVANOWICZ: Okay. I might skip around a little bit. I'm going to address some of the work that we've been having done. We're using Mike Embretti again who

did some of the gazebo repairs last year. He was at the Village Greens' gazebo and he was able to repair the roof and repair rotted railings, painted it. That's already been done. That was at about $3,200.

The shop storage room, which we have it allocated to be the Christmas decoration storage area, needs a new pass-thru commercial door, I'm also going to have him do that. That comes to about $3,300. The maintenance shed, our maintenance garage shed, we -- we're having issues with routine squirrel visitor, so we've inspected the building, we have one hole that we're going to have repaired. That runs about $500.

And then a question to the board is -- I want to bring your attention and I'll bring up some pictures -- is the Keswick Forest walking bridge. So we all drive by it on Countryway Boulevard. It's red, it's right in their entrance way. It basically cuts across a low area. That is rotting in place. We can't put anymore screws to hold down the planks because it's just spongy, rotted wood underneath.

So Mike gave me a number for 43,080 to demo it, rebuild it pretty much the same way, using pressure treated wood. That's going to be something that needs to be maintained and painted. Another option is -- and we've kind of come a long way with construction materials. The -- Owens Corning, which is -- they make it here in Florida.

It's called WEARDECKing. So it is the engineered, man-made product -- you might be familiar with Trex as a decking material. This stuff is -- can be -- it can support itself. So if you put Trex and you don't have the right supports, it will get saggy. If you use that PVC trim and you don't -- and you try to just like connect it to two posts and you create a fence with it, it will warp and curve.

So the Owens Corning WEARDECKing is more expensive, but it's not that much more expensive. It comes in like eight colors and it's very similar to maybe the PVC like on round deck chairs that we see that -- you know, you -- that you get a hole in it or it gets a mar, that color goes all the way through, kind of like a carrot.

So my recommendation being in, you know, property management and being able to build something for that price and walk away from it and we just have to pressure wash it, that makes sense. Why I'm bringing this up is that that's a bridge that was created years ago as kind of a passthrough, a cut-through. It really doesn't need to be there, but it's there, so do we want to replace it? Do we want to spend a few thousand more dollars to kind of long term it?

MR. WIMSATT: I think so.

CHAIRMAN LEWIS: Yeah, I -- I live not too far from there and I see people using that all the time.

MR. WIMSATT: Yeah, it's very popular.

MR. SYLVANOWICZ: Let me -- I can pull up.

CHAIRMAN LEWIS: Let the record reflect that Chris Barrett just joined the meeting.

MR. BARRETT: Sorry.

CHAIRMAN LEWIS: That's okay.

MR. BARRETT: Traffic was really bad.

CHAIRMAN LEWIS: No, I understand. Did -- you had pictures, you said?

MR. SYLVANOWICZ: Yeah, yeah. We are familiar with it. Basically, the other side of it, it's basically sitting in the mud at this point. This side where the trash can is, it's just -- it's gone. These first four or so are held together by the metal fasteners that are there.

CHAIRMAN LEWIS: Yeah. I mean, is it safe to say open currently or --

MR. SYLVANOWICZ: Yeah, it's okay.

CHAIRMAN LEWIS: Okay. Just a recap really quick, Chris --

MR. BARRETT: Yeah, I saw the -- you know, the --

CHAIRMAN LEWIS: In the package?

MR. BARRETT: Agenda package, yeah.

CHAIRMAN LEWIS: Okay. All right.

So I would -- I would make a motion, if -- if that's the case, to approve the 43 -- I'll just call it -- we'll say 4,500. Does that --

MR. SYLVANOWICZ: Well, that's why I'm asking you: Would you want to go to the engineered product, which is 6,300.

CHAIRMAN LEWIS: Oh, did I miss that? I'm sorry. I know Chris just said that --

MR. SYLVANOWICZ: Yeah, it's 6,360 -- he lists it out. I can pull that up.

CHAIRMAN LEWIS: I'll call back my motion.

MR. SYLVANOWICZ: This is kind of a -- no, that's the wrong one. I'm sorry, it's in the package.

CHAIRMAN LEWIS: I -- I didn't see it, I must've missed it. Oh, I see it. It's in the fine print.

MR. SYLVANOWICZ: It's in the fine print, yes.

CHAIRMAN LEWIS: That's why I didn't see it, David. I'm sorry. So yeah, it says price would increase to 6,360. I mean, I -- to me --

MR. SYLVANOWICZ: It comes in like a dark brown, it comes in a similar kind of red. I can work with Mike on the --- what seems best.

CHAIRMAN LEWIS: Yeah, I mean, maybe even the VM from Keswick Forest because I think Doug painted that thing red in -- I don't know, it seems like in the last ten years or so.

MR. SYLVANOWICZ: Mm-hmm.

CHAIRMAN LEWIS: Okay. I'll -- I'll make a motion

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to replace that bridge at the -- the WEARDECK, Owens Corning product, at 60 -- I'll say 6,500 for little miscellaneous stuff.

MR. SYLVANOWICZ: Yep.

CHAIRMAN LEWIS: Looking for a second.

MR. WIMSATT: I'll second it.

CHAIRMAN LEWIS: Okay.

Any other discussion, comments?

(No response.)

MR. WIMSATT: No, just please work with the VM on the color choice.

MR. SYLVANOWICZ: Will do.

MR. WIMSATT: I know you will.

CHAIRMAN LEWIS: All right.

All in favor?

(All board members signify in the affirmative.)

CHAIRMAN LEWIS: Carries five to zero.

(Motion passes.)

CHAIRMAN LEWIS: Thank you, David.

MR. SYLVANOWICZ: Mm-hmm.

Okay. So moving on, TECO is putting up a new road where we just put in our drain lines last year. Let me find it. So you can see the -- that's the playground, here is the open field. Right about where the open field ends, heading east, if you remember, we had lost -- and they had

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just kind of corroded in place -- the four drainage pipes. So Tim had put those in, so we're -- we're draining or should be draining a lot more -- better than we were.

I happened to catch a TECO meeting out there, so I got incorporated into it and so they were out seeing the same things during Milton that we were experiencing where it was high. They would not have been able to manage those lines at the time, so they wanted to raise the road. I kind of briefed them on the fact -- I said, "Yeah, because we didn't have any drainage there, now we do." They were like, "Oh. Well, that changes things," but they're going to work with us. They're going to put in a road that goes from the end of the field, it's going to hang a right behind the end of Greenpointe. It's going to continue south and then connect to where their road is; more of that recycled road top down at the end of Applecross at the southernmost part. I can bring up a bigger map and show you.

This has -- really, this is just information because they -- they are doing it. They have it surveyed out, they have, you know, the easement. It's -- I've talked to Robert. Robert's encouraged that this would probably help us with drainage and now that they know that the drainage lines are in there, they may either make them more robust or work with them when they put the road up. The only impact that it might have on the community is that they

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are going to access it from the garage -- I mean, excuse me, from the driveways or the -- the parking lot and this is better -- my computer is frozen, I'm sorry. They were going to access it from Countryway and that would have caused a lot more damage, so we discussed other options and they're going to put down -- let me see -- in this picture, you can see kind of the east part of the field. They are going to put down very large construction ground protectors that the equipment is going to go over because they have to bring in product. They are going to protect the drainage area in that corner, they're going to put up fencing so people can still walk the paths and get around that corner, they are going to redo the gate and -- or basically, they are just doing an improvement for that area.

CHAIRMAN LEWIS: Hey, remind me, David -- can you scroll to the -- I want to see the right side of the picture.

MR. SYLVANOWICZ: The right side -- this is as big as the picture is.

CHAIRMAN LEWIS: Oh.

MR. SYLVANOWICZ: I can go to Google Earth and just do that.

CHAIRMAN LEWIS: Actually, it looks like there's some room to scroll on the bottom.

MR. SYLVANOWICZ: Oh, yes, thank you. Yep.

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CHAIRMAN LEWIS: So where -- just for me and maybe others, but the pipes that we put in last year, are they close to that -- there's a -- it looks like a black line?

MR. SYLVANOWICZ: The pipes --

MR. DVORAK: They're at like four different locations in there.

MR. SYLVANOWICZ: There is one, two, three, four --

CHAIRMAN LEWIS: Yeah, just all along that section, though. Right?

MR. DVORAK: Right.

CHAIRMAN LEWIS: And then whatever they're doing, I mean, have you looked to see like how much --

MR. DVORAK: They haven't given us anything, but we're -- I think they had mentioned to David that they we're talking about using RCP, Reenforced Concrete Pipe and we had put -- you know, we didn't go that far when we did it.

CHAIRMAN LEWIS: Okay.

MR. DVORAK: The one thing that I -- I'm -- when this thing gets started that I want to take a look at is that road is -- is just a low-maintenance road and it doesn't have very much traffic and I guess they had a problem getting to those lines during the -- the bad hurricanes is what was relayed to us and so they're actually going to try and build the road up with some base material and make it more substantial, which is fine. I mean, they

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need it for the heavy trucks and -- and all of that stuff, but my concern is is that during that event that we had 16 inches of rain in, you know, a couple -- couple of days or whatever it was, you know, that road was probably over topped by five or six inches, maybe a foot, because of that much water. It's more than a 100-year storm, so the water can't all get under the road, right, so it flows over the top, which is why TECO couldn't use it and what I want to see is that if they are going to raise the road, then that means the water has to get higher in order to go over it. Do you see what I am saying?

CHAIRMAN LEWIS: But if they're going to replace those pipes --

MR. DVORAK: That's what I'm saying and they -- they have -- that's what they alluded to to David was that they were going to look at the capacity and provide more than adequate for that kind of an event. That's -- that's the one thing I'd like to see is what do they plan on putting in there so that we have the same level of service that we had beforehand. I don't want it to go down because they needed a new road. I want to see us have the capacity that we had beforehand.

MR. WIMSATT: Or even better.

MR. DVORAK: Or better, yes.

MR. BARRETT: Or just add another -- add more to --

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MR. DVORAK: Add more to it, right.

CHAIRMAN LEWIS: Okay. And then so --

MR. DVORAK: But I don't think they've gotten that far because they were out there kind of with their design team just looking at what they could do, where they were going to put things and I'm sure they're going to forward a plan because David was there, Johnny-on-the-spot and they were out there in the field and gave them his card and whatnot. So --

CHAIRMAN LEWIS: Can one of you -- I guess, David, can you follow up with them just periodically?

MR. SYLVANOWICZ: Yeah, yep. I do have a contact, he is very forthcoming, he gave me all this. I said I wanted to share with the board what's going on. I expressed my concern about the drainage, I talked to him, talked to them again, so there is that dialog that they -- they don't want to -- they have to dig down six inches to add in 12 inches of road and some of those lines -- we just kind of repeated what was there and they are just the -- you know, they're the polyplastic. They are not the reenforced concrete, so they were concerned about that and felt it was just easier to pull it out, drop in the new line and just be able to put the road over it because then it could take it.

CHAIRMAN LEWIS: Okay. And then -- will you scroll down to the bottom right of that page? Well, maybe it's the

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-- I'm sorry, it's the next one. Yeah, so -- and then I guess they are communicating with the residents that live back there or --

MR. SYLVANOWICZ: These guys knew. I don't know where our letter -- notice went.

MR. BARRETT: Wait, can you say that? So the residents know that they are going to do this?

MR. SYLVANOWICZ: These residents, I think, that abut -- because the woman that lives here, she came out and was talking to me and she said that she had gotten a notification from TECO.

MR. BARRETT: Can you just double check with the Greens VM and make sure that everyone in that back region knows that this is --

MR. SYLVANOWICZ: Sure.

MR. BARRETT: -- going to happen because if they want to speak up, I mean, now is the time to do it.

MR. SYLVANOWICZ: Right. Mm-hmm.

MR. BARRETT: Because it is right up against the back of those homes or the sides of those homes.

MR. DVORAK: Well, it's not going to be an asphalt drive. Right?

MR. SYLVANOWICZ: No, recycle.

MR. DVORAK: It's just going to be like crushed gravel or something like that?

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MR. WIMSATT: And it's already kind of like that back there.

MR. SYLVANOWICZ: It's there. That place exists, Chris. That easement, those lines follow the --

MR. BARRETT: I still want -- right.

MR. SYLVANOWICZ: -- follow that line and --

MR. BARRETT: Got it.

MR. SYLVANOWICZ: -- there's an easement there.

MR. BARRETT: I still want them to know.

MR. SYLVANOWICZ: Yeah, that's the -- the corner, the edge of that sidewalk of that circle, we repaired last year because invariably, when they trim the trees, they drive their trucks over it and then it breaks, so that's been fixed, also.

MR. BARRETT: Thank you.

MR. SYLVANOWICZ: I also have a few more contacts within TECO now, so that's also appropriate.

CHAIRMAN LEWIS: Good.

MR. SYLVANOWICZ: We'll follow up on that.

CHAIRMAN LEWIS: Okay. What else you got?

MR. SYLVANOWICZ: So sidewalk phases.

CHAIRMAN LEWIS: I'm sorry, go ahead, David.

MR. SYLVANOWICZ: That's okay. Sidewalk phases. This is more or less because I want to be able to either plan to do some more sidewalk repairs within the Greens or

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utilize Robert and his ability to do the whole Greens space. So my first -- you know, in '24, I did Greensprings. '25, I did in this one and then I also extended it to Village Greens, so Greencrest and Village Greens have been done and I do it similar to the way Robert does it. I just walk with the concrete foreman and we isolate ones that we can replace and ones that can be grinded.

The grinding is done by my staff. The ones that need replaced, we get a list together and I do it. I always -- the Greens always gets a little -- I think should get a little bit more frontal attention because they are behind the gate. If there's a trip and fall, it's going to come to our office. If it's in Woodbay or over on that side, it's a county sidewalk. So I'm just wanting to open the discussion, not looking for a decision today. How do we want to handle the next phases because this was kind of created before I was here. Is -- is the Greens maybe a place that we need to look at?

I also did have -- last year -- another company reached out to me and they do nothing but grinding and they were in the hundred thousand dollar range just to grind everything. It didn't seem like there was an appetite for just grinding the sidewalks. Yeah, just looking for guidance.

CHAIRMAN LEWIS: So let me start this discussion

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with -- I think I brought this up -- I don't know, maybe December-ish, but I had asked about that -- that pilot project that we had with -- was it Arborist Abroad, with Mark? Was that -- was that the name of --

MR. SYLVANOWICZ: The tree study.

CHAIRMAN LEWIS: We had that pilot study of some growth retardant that we were putting on --

MR. SYLVANOWICZ: Correct. Yep.

CHAIRMAN LEWIS: -- certain trees. Can -- did -- were we going to get -- or --

MR. SYLVANOWICZ: I think that's almost at the end. I was -- that Hartwell bridge and Woodford bridge was where it was done, so I can follow up with that.

CHAIRMAN LEWIS: I guess -- not to say that I'm not going -- that we can't talk about this, I guess I'd like to kind of know how that's going --

MR. SYLVANOWICZ: Mm-hmm.

CHAIRMAN LEWIS: -- and just so it'll help us plan -- because I think from what I remember and if anybody on the board remembers that discussion -- and maybe I'm remembering it wrong, I can't even remember what I had for breakfast, but it -- it was going to be tied into a lot of the sidewalk repairs kind of going forward. If it was something that was showing progress and promise, then we might try to do that and would help with that, but -- not to

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say, again, it --

MR. SYLVANOWICZ: Mm-hmm.

CHAIRMAN LEWIS: -- if there's sidewalks out there that need to be fixed now, we definitely need to take a look at them, but I am curious about that, though.

MR. BARRETT: What's your take on the condition -- and I should ask you, David. So my one question is why are we doing the Greens -- and you kind of touched on this. Why are we doing the Greens as opposed to the oldest communities, which are basically along Countryway, south of Linebaugh there. But it -- I understand the rationale that you have in terms of like -- all right -- those are our legal responsibilities.

MR. SYLVANOWICZ: Yeah, I don't -- I don't mean to make it black and white. I'm trying to do it throughout the whole community, but that's -- that's how I see it because we do occasionally get those calls and we either forward it on or -- or --

MR. BARRETT: Right.

MR. SYLVANOWICZ: -- but if it's in West Park Village or if it's somewhere else's sidewalk, we can -- we can, you know, direct them to the -- they have to approach the county about it because it's a county sidewalk.

MR. BARRETT: Are the -- how are the sidewalks on that -- where you live?

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CHAIRMAN LEWIS: They're -- they're pretty -- I mean, they're probably pretty rough is what I would say.

MR. SYLVANOWICZ: Yeah, you have a lot of oaks there. I know county was in -- not Keswick, but they were in Glenfield in the northern part of Woodbay, which was kind of like -- they called it Woodbay, but it was Bennington --

CHAIRMAN LEWIS: Yeah.

MR. SYLVANOWICZ: -- last year, last summer, but it -- it was a complete of that community. So some of it was done.

MR. GILLIS: Our communities -- that's substantially different than when they came in, though.

CHAIRMAN LEWIS: I don't know.

MR. BARRETT: In terms of when they were built?

MR. GILLIS: Yeah, I mean --

MR. BARRETT: About five, six years at least.

MR. GILLIS: But in 25 to 30 years, no sidewalks, is that, you know, big to -- (indiscernible.)

MR. BARRETT: Well, I think the general -- the trees that are in the --

MR. GILLIS: Some of them.

MR. BARRETT: -- street in that region are very different than the ones in the Greens, so that's the only other concern that I have is that we can -- we can be putting a preference on the Greens for our legal protection,

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but really, the -- you know, I'm just concerned. I don't want to leave the people who are -- like the long suffering folks waiting beyond the -- you know, but I -- I understand the rationale.

MR. SYLVANOWICZ: Could be a workshop going forward.

CHAIRMAN LEWIS: It's definitely -- it's definitely a workshop and --

MR. SYLVANOWICZ: Just wanted to plant the seed.

CHAIRMAN LEWIS: Yeah, yeah, I think the other thing to do is -- and maybe you or Robert can work with the county on this. They have -- you know, Josh Bellotti had given me that map. Man, that was probably two years ago or something.

MR. SYLVANOWICZ: Mm-hmm. There's a way to go in through Hillsborough County. We would have to -- we've done it before and you can see the capital improvements on the calendar, so when we did it during the time that we were making the decision on the Shires, we could see capital improvement for, like I said, Glenfield and the northern end of Bennington, but any other sidewalks were not there, so that was part of the reason why we said, "Okay. You guys said we can green light the Shires because it's not even on their 5-year plan to do anything about it."

CHAIRMAN LEWIS: Yeah, I -- we definitely need to

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work with that, with their 5-year program.

MR. SYLVANOWICZ: Yeah, there's a sidewalk in front of Vineyards that we've reported and reported and Sherida got an e-mail back that, you know, "We know and it's not on our list right now. Thank you very much."

MS. COOK: That's why they stuck the sign and said it's been completed. It hasn't moved since and it's --

MR. SYLVANOWICZ: Yeah, to -- to the point where they're -- they went and put a letter -- you know, like A-framed thing over it with the white stripes over the crack and a piece of the sidewalk is sitting in the grass and it's --

CHAIRMAN LEWIS: Okay.

MS. COOK: It's one panel.

CHAIRMAN LEWIS: All right. One panel can cause some problems.

Did you have anymore? I didn't mean to --

MR. GILLIS: No, no.

CHAIRMAN LEWIS: -- if I cut you off, I didn't mean to.

MR. GILLIS: No.

CHAIRMAN LEWIS: Okay. Yeah, let's definitely -- I know March, we won't have a workshop, but I think let's put that on the list for April and I know we're trying to be kind of cognitive of trying to keep the agendas smaller so

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we can have good discussion at these workshops. So --

MR. SYLVANOWICZ: My last thing is because it keeps -- it keeps coming up. It's in my e-mail box from residents. Please pay no attention to the shingles. That was when they were doing the work. So I took this picture, this is the Village Greens grass. This is in reference to how it's being used and the grass and sod and all of that. So a resident did call and ask our e-mail -- Sherida's e-mail asking when are we going to do anything about the appearance of Village Greens, so I'm bringing it up again.

I've been with my landscaper, with Andy, from Red Tree and I said, you know, what had happened just to reiterate the history -- just a little bit of history here. Doug, at some point, was noticing that the St. Augustine wasn't lasting due to the usage, so he replaced 60 percent of it down the middle with Bermuda. So there is still St. Augustine at the borders, it's like near the crapes. So then the Bermuda went south in between the end of Davey, Field Stone; Red Tree kind of took it on the chin and replaced what Paul Woods had put on their list for warranty. Thusly, we have that.

The general concept was that they only had to replace what they were required to do. Now, am I seeing issues with it being overused because of ten little girls running around on it? Not really. Am I confident that

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that'll green up once spring comes and the grass isn't so dormant? I've had that discussion with -- with Red Tree and they are confident that they can green that up with Milorganite, iron, fertilization and just getting some normal watering.

So I did get a price from him for $18,000 to put Bermuda down where they haven't done it already and to complete the project. So --

CHAIRMAN LEWIS: So that's not the entire area, that's just --

MR. SYLVANOWICZ: Nope, that's where they didn't do before because I wanted to see what -- what are we talking about, put money where it is.

CHAIRMAN LEWIS: So clarify something for me: The little patches -- well, first of all, when was this picture taken?

MR. SYLVANOWICZ: A week ago.

CHAIRMAN LEWIS: A week ago, okay. So all the little new looking grass squares?

MR. SYLVANOWICZ: This is existing --

CHAIRMAN LEWIS: But is that Bermuda or is that St. Augustine?

MR. SYLVANOWICZ: It's still Bermuda. This is all Bermuda, what you're looking at. It's really just the Augustine on the borders.

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CHAIRMAN LEWIS: Okay.
MR. SYLVANOWICZ: So the dark green is what was existing, the light green is what they put in and St. Augustine grows -- as we all know, it sends out the runners and it kind of blends in. Bermuda just kind of grows up, so I think in time with -- with being treat the same, it's going to green up and appear better to the residents that may be complaining about the way it looks. We've also had --
CHAIRMAN LEWIS: Well, it's been a rough -- I mean, my grass is just starting to look better, too.
MR. SYLVANOWICZ: Yeah, we've also had cold and whatnot. So --
CHAIRMAN LEWIS: Okay.
MR. SYLVANOWICZ: Just wanted to let you know that's the money that would require us to redo that and if we wanted to switch it all back to the St. Augustine so that it's the same green as the community, let me know.
CHAIRMAN LEWIS: Okay.
MR. BARRETT: So it -- it does look like the area that has under -- that has worn the worst is actually the Bermuda.
MR. SYLVANOWICZ: Well, this is all Bermuda that -- in front of us. This is -- what you're seeing here is dirt. That probably can be said that's from the use because the

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wall that the -- that you don't see --
MR. BARRETT: Right.
MR. SYLVANOWICZ: -- we need to, you know, routinely repair because it shows the cracks from like balls getting kicked against it and all of that. So --
MR. BARRETT: But Bermuda should wear better.
MR. SYLVANOWICZ: Yeah, that's what we have at Glencliff. Yeah.
CHAIRMAN LEWIS: I mean, I think let's get through the next couple of months and then revisit this and --
MR. SYLVANOWICZ: I -- that would be my recommendation. Just let mother nature do what it does.
MR. BARRETT: Yeah, can you maybe -- just might help if we patch all those areas that are dirt right now.
MR. SYLVANOWICZ: We could, yeah.
MR. BARRETT: Maybe just some small --
MR. SYLVANOWICZ: Yep.
MR. BARRETT: Yeah.
CHAIRMAN LEWIS: Yeah, that's a good --
MR. SYLVANOWICZ: Those are small. That's a demo shingle -- a roof shingle right there, so they are not very big.
MR. GILLIS: They come and go real quick. Glencliff is full of that.
MR. SYLVANOWICZ: Yeah.

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CHAIRMAN LEWIS: All right.
MR. SYLVANOWICZ: Let me switch back to --
MS. DILLEY: I'm sorry, Chairman. Did you want David to go ahead and solve those areas or we're going to table it?
CHAIRMAN LEWIS: Just some of the -- no, just some of those small little dirt patches that we were talking --
MS. DILLEY: Okay.
MR. SYLVANOWICZ: Just small, something I can manage with Red Tree.
MS. DILLEY: Thank you.
CHAIRMAN LEWIS: Thanks for asking. I've got -- well, I'm letting you go --
MR. SYLVANOWICZ: I'll go back to -- I'm looking at my notes and then I'm looking at what's on the agenda. Sidewalk phases we did. Pond 51, that's the corner of the Vineyards. It has erosion repair. Me and Robert have been talking, with everything that's going on with the four sumps that we're cleaning out, we're going to be pretty busy over the next couple of months. Let's get through those because we can always revisit that because that's not dry-season contingent and that's also not drainage based. Help me.
MR. DVORAK: Yeah, I mean, the whole thing kind of popped up because we saw the erosion on the south side of the pond causing some damage to the sidewalk and the banks

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were slopping in, but it's not affecting the overall drainage system and I was just telling David, I mean, the plan that we had kind of developed was involved -- involved stabilizing the bank and regrading the bank and also, you know, there's some sparse wetland vegetation along that side, the south side and we were talking about planting a new stand of vegetation and when I started looking at the timeline of everything and getting someone under contract -- and we have two decent sized projects going in the next -- you know, in this -- the remainder of this dry season, we would actually end up missing the planting window for wetland plants anyway and so I just said, "Let's put this off." It's not a -- an ultra critical part of the, you know, drainage system in terms of what -- it's not going to affect anything. It's just more of a trying to prevent -- you know an it's really more of a county sidewalk anyway that was getting sort of offset by this erosion. So I -- I just thought it would be better to postpone the project until the next -- you know, beginning of the next dry season and see how it looks then.
The only other part I would say about it is in the south -- southeast corner, we had a section where -- on the Vineyards -- there's a bank protection project that was done about five years ago where we used this Flexamat, the interlocking concrete blocks and in that southeast corner,

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we had -- we had wanted to continue that around and we had already cleared the vegetation out, but just protect that southeast corner and -- and pick up where the old repair left off and just wrap it around another 50 or 75 feet around the radius of the corner as a separate project. We don't have a separate proposal for that for you guys to even look at at this point, but that seems to be the only thing that -- I think given the other things that we were doing in terms of cleaning ponds and sumps out, things like that, that might be one thing that is a lower cost project that we could do that would be of benefit; because like I said, there was a lot of Brazilian pepper in that southeast corner and we've taken all that out, so it's exposed now, so it would be a good -- a good small project that we could get done and look at the bigger one, you know, like I said, next year or something like that.

CHAIRMAN LEWIS: All right. Sounds good. David, there's a mention of a golf course under --

MR. SYLVANOWICZ: I think that's an --

MS. DILLEY: Yes, I'm sorry.

MR. SYLVANOWICZ: -- an error.

MS. DILLEY: Yes, I should have moved that.

CHAIRMAN LEWIS: Okay.

MR. GILLIS: We have some information from the workshop.

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MR. SYLVANOWICZ: Yeah.

CHAIRMAN LEWIS: I got it. Okay.

MR. SYLVANOWICZ: Lastly, we're just taking advantage of how dry it's been. We've had our backhoe for two weeks just in all the different areas that we've either been in before to just maintain them again or now they're opening up areas that -- especially that much talked about under the Countryway Boulevard at CSX. That's -- you know, the county did that and my guys are down there today doing even more just to kind of keep up with it. We're -- we're into -- you know, obviously working with Robert and Kirk, be working on the --- this yea's list of SOIs, which include the four that are going to be coming up with EEL because we also have a list that we're hitting and doing as much as we can. Some of it's been dealt with by Tim with Site Masters, so we're just moving forward with those.

Update on the sump project behind the berm: He is waiting for the -- the structure is being created for him. It has to cure and I think it's going to be ready for him to pick up towards the end of this week, maybe beginning of next. He's already delivered drainage pipe to our yard, so it's moving forward. The electrician is getting his down payment toward all the wire, get that going and moving forward, also.

CHAIRMAN LEWIS: Great.

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MR. SYLVANOWICZ: I think after that, I'm good.

CHAIRMAN LEWIS: Okay. Thanks a lot. Thanks, David.

MR. BARRETT: So remind me when that's expected to be done?

MR. SYLVANOWICZ: Done?

MR. BARRETT: Yeah.

MR. SYLVANOWICZ: Probably like --

MR. DVORAK: He told me -- yeah, he told -- I called him on the way here just to make sure I had the current update for you guys. The -- he said that the structure would be ready for pick up towards the end of this week, start Monday and he thought he could be done by Friday.

MR. SYLVANOWICZ: Mm-hmm.

MR. DVORAK: I think it's probably going to roll over, you know, with restoration and sod and things like that, it'll probably roll into the beginning of the following week, but the bulk of the work should be done next week.

MR. SYLVANOWICZ: The electrician is probably a week behind him.

MR. DVORAK: Right.

MR. SYLVANOWICZ: So I -- I think it's safe to say by the end of March that we should be done or pretty close

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to it.

MR. BARRETT: Thank you.

CHAIRMAN LEWIS: All right. Any other questions for -- for David?

(No response.)

CHAIRMAN LEWIS: All right. Robert, moving on to --

MR. DVORAK: Well, he just did one of my big updates. The other --

MR. SYLVANOWICZ: Sorry.

MR. DVORAK: No, the only other thing I had on pond 125 and that was about this is so we had our -- the modeling analysis that I did to kind of look at this problem in more of a regional -- more regional sense and we came up with -- I came up with a series of small projects that would affect how the -- how all those interconnected ponds work and it would improve and reduce the water levels in lake 125 during the bigger events and we went through SWFWMD, we had the pre-app application meeting with them, no major stumbling blocks there and I gave a copy to Matt, he forwarded it to the county, to his contact. It went through, I guess, their development review folks and they requested that I submit an application for a pre-submittal meeting, which is very similar, I assume, to the SWFWMD pre-application meeting and so I put down -- you know, it gives you this calendar and

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they have like literally the next day available on the calendar and so I just went through my series of -- and it didn't have a time slot, it just had a day that was available. So I picked like the soonest available date. This was like after the meeting in February, but it might've been like middle or late February or early March that I picked this open day where I knew I didn't have anything and -- and then I get an e-mail back like a day later that says, "The soonest available time to meet was April 7th," so I -- remember when we did the pre-app for SWFWMD? I mean, really, it was several months out. That's just the way things are rolling and I -- when Matt called me the other day, I was just like, "You're not going to believe it," but I mean, they're in the same boat that everybody else is and everyone's backed up in all these meetings and so the soonest right now -- I mean, he was trying to call his friend at the county, but the soonest we're going to be able and get in and talk about that with the county is April 7th and we don't have an exact time yet and I'm assuming it's a Zoom or a Teams call. So -- you know --

CHAIRMAN LEWIS: So I do have an update. I did talk to Kim Beyer today and I forwarded her that e-mail as soon as I got here today because I didn't have this with me and I asked her if she could possibly bump that meeting up because we're trying to get it done before June 1st, so

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she's -- she's going to look into it and see what she can do.

MR. DVORAK: Okay. We'll see what happens.

CHAIRMAN LEWIS: So that's as good as I can do. So --

MR. DVORAK: Yeah. Yeah, I mean, I don't know how -- I mean, you're good friends with her so hopefully it gets us in earlier.

CHAIRMAN LEWIS: Let's not go too far.

MR. DVORAK: We'll see what happens. Any -- any help would be appreciated. But that's really all I had, I didn't have anything else.

CHAIRMAN LEWIS: Okay. Any other questions for Robert?

(No response.)

CHAIRMAN LEWIS: All right. Erin, engin- -- or counselor's report?

MS. McCORMICK: Yeah, sure. Okay. I -- let's see -- I got a -- right before this meeting at 2:37, I got a response from one of the lot owners where pond 120 is, Mr. Consolman (phonetic) and it was pretty in depth, the history, his involvement with it. So I -- I talked to Robert just right before the meeting and I forwarded that to him, I forwarded it to Dave and I forwarded it to Heather, but Mr. Consolman did say that he had been out of the town,

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so that's why he was delayed in responding and that he was looking forward to setting up a time to meet with the district engineer and to meet with Dave Sylvanowicz and I think I would like to be in that meeting. I know we talked about one of the board members, maybe Jim, being at that meeting, so depending on what the board wants me to do, what I was thinking is I would forward this to Jim, also and then we'll reach out to Mr. Consolman to try to get that meeting scheduled.

I haven't gotten any written or formal response from the other property owner, from Mr. Gilligan, but we can reach out to him, too and see if he wants to, also, be involved in that meeting.

CHAIRMAN LEWIS: Okay. Are you comfortable with that?

MR. WIMSATT: Yes, yes.

CHAIRMAN LEWIS: Thank you.

MS. McCORMICK: Okay. And then I think I recorded at the last month's meeting that I had gotten an e-mail from Allen Ruiz about potentially -- well, Vertex is requesting that the board approve the authorization of them to assign the lease to a new tower company. It's called Vertical Bridge. He said in his e-mail to me it's the largest privately owned tower company in the United States.

I asked him for some of the things that are

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required under the lease. I wanted to review the certificates of insurance, particularly not only for Vertex, but for T-Mobile and AT&T and also that -- the removal bond that we require for -- in the lease -- for when the tower is ultimately taken down and then there's also a lease estoppel that is attached to the lease and the lease provides that, you know, we can periodically ask Vertex to provide that, so I thought before, you know, bringing this to the board to potentially authorize the transfer of the lease agreement from Vertex to Vertical Bridge, I wanted to look at all of that stuff.

Allen, also, was, you know, unavailable, I think, for a couple of weeks, but he got this information back to me last week and I have not gone through everything, so I'm planning on doing that and then coming back to the board probably with more information at the April meeting.

CHAIRMAN LEWIS: Okay.

MS. McCORMICK: And then I guess -- so I know Heather had talked about the -- you just approved the resolution that deals with the elections of the board members. There was an exhibit that's the notice of qualifying period that was attached to that resolution and I think it just didn't get included in the agenda package, so because there is a requirement that this be noticed at a board meeting, I'm just going to read it quickly into the

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record.
It says, "Notice is hereby given that the qualifying period for the candidates for the office of supervisor of the Westchase CDD will commence at noon on June 8th, 2026 and close at noon on June 12th, 2026."
"Candidates must qualify for the office of supervisor with the Hillsborough County Supervisor of Elections."
"The Hillsborough County Supervisor of Elections has multiple offices. The Robert L. Gilder Elections Service Office is located at 2514 North Falkenburg Road, Tampa, Florida 33619. The phone number is (813) 744-5900."
"All candidates shall qualify for individual seats in accordance with Section 99.061 Florida Statutes and must also be a qualified elector of the district as defined in Section 190.003 Florida Statutes."
"A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the district and who is registered to vote with the Hillsborough County Supervisor of Elections."
"Campaigns shall be conducted in accordance with Chapter 106 Florida Statutes."
"The Westchase Community Development District has two seats up for election, specifically seats one and two.

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Each seat carries a four-year term of office."
"Elections are nonpartisan and will be held at the same time as the general election on November 3rd, 2026 and in the matter prescribed by law for general elections."
"For additional information, please contact the Hillsborough County Supervisor of Elections."
That notice is going to get published two weeks prior to the start of the qualifying period, but I just wanted to get that into the record.
MS. DILLEY: Thank you for that.
MS. McCORMICK: Yep.
CHAIRMAN LEWIS: Thank you.
MS. McCORMICK: Yep. And that's all I have, unless anybody's got questions for me right now.
CHAIRMAN LEWIS: Doesn't look like it. Thank you very much, Erin.
MS. McCORMICK: Sure.
CHAIRMAN LEWIS: All right.
Heather, over to you.
MS. DILLEY: Well, first, I just want to say thank you so much to the board and to staff. They've been fantastic for my first month here.
The approval that you gave for the electrical, the EEL and also the Site Masters, Erin has been able to provide all of those contracts. Site Masters was in your agenda

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package. That has been fully executed. Thank you to the Chair. We've gone Buchanan, which is fully executed. We are waiting on EEL and that's the last one that we have. The 50 percent deposits will be coming out as quickly as we can go through that process, so I just wanted to say thank you. Robert and David have been fantastic with all the back and forth on the back-end.
I do want to say that we have received one resume and intent to run for the appointment of the seat from Greg. Her name is Ashley Wait. She is here. If I -- if I have said that correctly.
MS. WAIT-WOODCOCK: It's Wait.
MS. DILLEY: Wait, okay. Thank you. So she has submitted her resume and also a letter of intent. That will be in the next agenda for the workshop and she's also aware of the presentations that will be conducted.
So I've only received one so far. I know that there's been a little blurb in the WOW. We've also posted it online and I'll check to see the submission on the newspaper.
And Ivy Clinton --
CHAIRMAN LEWIS: I'm sorry, I'm sorry, that deadline was the 27th of March. Right?
MS. RING: Yes.
MS. DILLEY: March 24th is the due date for the

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resumes and intent --
CHAIRMAN LEWIS: Okay.
MS. DILLEY: -- and then April 21 is the presentations at the workshop and then May 5th, it's of the discretion of the board if you'd like to appoint someone at that point.
CHAIRMAN LEWIS: Got it. Okay. Thank you.
MS. DILLEY: The other item I wanted to mention was I just received the reports from Ivy Clinton and I will be sending that out to the board, those reports that she had.
CHAIRMAN LEWIS: Oh, thank you for that. Yeah. Okay, perfect.
MS. DILLEY: And then --
MR. BARRETT: So when you say reports, are you saying the finalized plan that she has or something else?
MS. DILLEY: Yes, that's exactly it. She had mentioned that at the workshop, so she just sent that over to me today, too. So --
CHAIRMAN LEWIS: All right. Awesome. Thanks.
Did you have anything?
MR. WIMSATT: No.
CHAIRMAN LEWIS: Okay. Anything else, Heather?
MS. DILLEY: No, that concludes it, unless you have any questions for me or --
CHAIRMAN LEWIS: No. All right.

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So yeah, we'll move on to audience comments on anything new business.

MS. DILLEY: Okay. And we'll start in the front, if anyone has any questions in the front row? Go ahead, sir.

MR. ANDERSON: Erin, can you repeat the name od who the assigned -- who Vertex wants to assign to whom --

MS. McCORMICK: I -- yes, let me get you that. It's Vertical Bridge.

MR. ANDERSON: Vertical --

MS. McCORMICK: Vertical Bridge --

MR. ANDERSON: -- Bridge.

MS. McCORMICK: -- is the name of the company.

MR. ANDERSON: Okay. Thank you.

MS. McCORMICK: Sure.

MS. DILLEY: Okay. Anyone in the second row?

MS. STONE: I have a few questions.

MS. DILLEY: Okay. Just state your name and address, please, for the record.

MS. STONE: Janni Stone, 9604 Greenpointe. Ivy Clinton's report, since we paid 35,000 for them, can we put them online on the website?

MS. DILLEY: As long as they are ADA compliant, of course.

MS. STONE: And then the other question. I'm a

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little unclear on what you all's stance is on pond 120. Could we be more forthcoming with that?

CHAIRMAN LEWIS: Well, we don't really have a stance. I mean, pond -- and just to make sure, pond 120 is with Mr. Gilligan and --

MS. McCORMICK: Yes, on the lot that -- it's on two residential lots.

MS. STONE: Well, I'm a little confused because I don't think SWFWMD has certified that pond. I mean, I think we got a letter from them on January 5th that said there was a problem. Have you all responded to that letter?

MR. WIMSATT: I think our position is that we are going to be working with the homeowners to get that pond and the surrounding wetlands in compliance with all of our obligations to SWFWMD and to the county. That is our goal with them and that is the message that I intend to convey to them. It's nothing personal, it's nothing that -- you know, history doesn't really matter. We have obligations to the county and to SWFWMD and to our agreements and that we need to be in compliance with those and that's kind of where the conversation will go.

MS. STONE: Thank you, sir.

MS. DILLEY: Okay. Any others in the second row?

(No response.)

MS. DILLEY: And the last row?

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(No response.)

MS. DILLEY: Okay. Hearing no other comments, I will hand it over to the Chairman.

CHAIRMAN LEWIS: Thank you.

Supervisor's requests. I'll start with you, Jim.

MR. WIMSATT: Nothing.

CHAIRMAN LEWIS: Chris?

MR. BARRETT: I was kind of left with the impression from the workshop that item -- or 5C is -- there was going to be discussion of a letter of intent sent to the golf course. That's not on the agenda?

(No response.)

MR. BARRETT: All right. So no one wants to talk about this?

MR. GILLIS: Well, I -- I mean, would just say go back to David's comment. It was just -- the only thing that I had them put in the packet was one of the questions from the workshop. Multiple people asked what was the relationship between our property values and the golf course, so there's some data there from '24 and '25 that it -- that talks about -- if you can pull that up, David?

MR. SYLVANOWICZ: What am I looking for now?

MR. GILLIS: Right there. You know, the one that you skipped by, about the property values.

MR. SYLVANOWICZ: Yeah, page 60. Thank you.

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MR. GILLIS: Yes, I think it's page 60 and if you look through it, it's -- it's got a lot of references, the industry, golf industry, also nationally. The -- the bottom line to that information is through an awful lot of incidents in Florida, as well as other states that have a lot of golf courses, it's pretty clear the impact the golf course has on property values. Somewhere between 17 and 50 percent. If something occurs, any negative in any way, if you try to repurpose the golf course to something else, it talks about, on average, you lose $20 per square foot for your property values, but more importantly I think the -- the thing that's in there that should -- that reiterates some of the discussion in the workshop is the only way to fix that is to go back and have it developed and I think that's one of the issues the board is trying to address, trying to stay away from that because all the people that have gone to the golf course owner, that's exactly what they're trying to do is to develop that golf course into property values that could potentially raise your property value, but at what cost.

If you live in Harbor Links and -- and down Countryway, is that development you're looking at the back of a strip mall or are you looking at something besides a golf course. So that information basically talks about the only way to not lose money is to develop the land and that's

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what many communities are trying to avoid. So I wanted to make sure that that information was available to take a look.

And I don't want to steal your thunder, Chris, if you had anything else.

MR. BARRETT: Oh, no.

MR. GILLIS: The other thing that I would just add to that, I did have a conversation with Greg Kristovich afterwards and he just gave some feedback from the workshop. Very positive about he thought both the board members, as well as the audience comments clearly showed an interested and understanding community that understands the problem and I think he had some recommendations and I won't go beyond that.

The only other -- if we -- I would like suggest that on that workshop agenda, we continue -- if we're still thinking about doing those things, we spent maybe 30 minutes, 40 minutes or so in the workshop talking about a lot of the related topics, maybe there are ones in the future, but I would say we probably at least have a placeholder in the workshops for -- for continued discussion if, in fact, we continue on with any additional information.

CHAIRMAN LEWIS: Okay. Yeah, I was actually going to ask before we adjourned to make sure, so -- okay.

MR. BARRETT: That's it.

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CHAIRMAN LEWIS: Okay. Is that all you got? Nothing else?

MR. BARRETT: No.

CHAIRMAN LEWIS: Okay. Greg?

MR. CHESNEY: So I noticed that the audit came through on the insurance policies, so did we determine if the police officer payroll is still on the work comp policy? Because, I mean, we got a charge for it, an audit charge for it.

MS. McCORMICK: Oh no, I don't think --

MR. CHESNEY: And that would be for last year, so it might be appropriate, but --

MS. McCORMICK: Right.

MR. CHESNEY: -- I think we need to make sure that it's not -- that we address that.

MS. McCORMICK: Yeah, that it's not something that's covered by the county.

MR. CHESNEY: Because we're currently paying for it.

MS. McCORMICK: Right. Okay.

MR. CHESNEY: So we need to do that. Someone --

MS. McCORMICK: Yes, I will --

MR. CHESNEY: -- make sure that's --

MS. McCORMICK: Right.

MR. CHESNEY: And then Heather, I know you are

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brand new, so this is -- this is a very, very gentle reminder, just that, you know, we do want to see a monthly ledger that has -- all those charges should match the change in the fund balance. Remember --

MS. DILLEY: Okay.

MR. CHESNEY: -- we talked about that last month?

MS. DILLEY: We did, I --

MR. CHESNEY: Yeah, I understand. I -- I'm impressed that you actually got your financials moved over and going. So --

MS. DILLEY: That's okay. And I did send an e-mail out, the O and M report and the OLM reports in one e-mail to the board and I was going to speak with you, Greg, to see if that's exactly what you wanted for the -- you know, the following agenda packages. I'm not sure if you had a chance to look at it. It was a separate e-mail.

MR. CHESNEY: I missed that. What was the report? I know what the OLM report is, what was the other one?

MS. DILLEY: The OLM for the landscaping reports. Do you normally put those in the agenda package? I didn't see any, so I just wanted to make sure. David, I don't know if --

MR. CHESNEY: I think it's up to the board.

MR. SYLVANOWICZ: Generally, it's in Dropbox so that they can refer to it, but I know we've talked about

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Dropbox and it's just --

MS. DILLEY: Yeah, so I just sent that in an e-mail as well.

MR. CHESNEY: I mean, I don't want to speak for everyone else, but for me, the more that's in the agenda package, the easier it is for all of us.

MS. DILLEY: Okay.

MR. CHESNEY: Because I did miss that.

MS. DILLEY: Okay.

CHAIRMAN LEWIS: What -- if I can interrupt, what it is is the O and M report.

MR. CHESNEY: Oh, so it is. Oh, so you do have it in --

CHAIRMAN LEWIS: It was in the body of the e-mail on --

MR. CHESNEY: Gotcha. So you already did it, I just --

MS. DILLEY: We did it.

MR. CHESNEY: -- didn't -- thank you.

MS. DILLEY: I just wanted to make sure that was exactly what you would like --

MR. CHESNEY: No, no, that is exactly what I want.

MS. DILLEY: Okay. And you would like that as part of the financial --

MR. CHESNEY: Yeah, it would make it easier.

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Right? Because there's no -- is there any information on that that's --

MR. BARRETT: Is there a security concern having the checks listed on public documents or --

MR. CHESNEY: That would be the only thing, but --

MR. BARRETT: If not, go ahead. I just don't want to create a -- like a security issue.

MR. CHESNEY: Yeah, maybe like don't include the number. Just include the date, name --

MR. BARRETT: And the amount.

MR. CHESNEY: -- and the amount, so don't include the check number just to be safe.

CHAIRMAN LEWIS: Yeah, because we did have an issue with that.

MR. CHESNEY: Well, we actually used to have the check itself in the agenda package.

MR. WIMSATT: That's what it was.

MR. CHESNEY: Yeah, so what happened is we actually had the checks themselves in there and someone -- you know, there's a lot of criminal people out there.

MS. DILLEY: Yes. Okay. So date --

MR. CHESNEY: But it is useful, though, to have that report. I just didn't -- I didn't read the body of the e-mail.

MS. DILLEY: No, that's okay. No problem. Okay.

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So just exclude the check numbers.

MR. CHESNEY: Yeah, should Matt? I mean -- you know -- right?

MR. WIMSATT: (Moves head up and down.)

MS. DILLEY: All right. Will do. Okay. Thank you.

CHAIRMAN LEWIS: Is that all you got?

MR. CHESNEY: Yes.

CHAIRMAN LEWIS: Reggie?

MR. GILLIS: From the workshop, I do want to make two comments about not the -- it wasn't about the golf course, but in the presentation talking about potential areas for -- for fields, we didn't want to belabor the point, but there were two things that were mentioned that I want to correct for the record that, I think, were inaccurate and make sure the residents understand. One was this thought that maybe things are lesser now, like Glencliff Park was used more in the past versus now. I had to chuckle to myself.

One of first CDD meetings I came to, I came in with this issue about how Glencliff Park has changed quite a bit and fortunately, these two guys next to me -- I'm sitting in the audience and I'm going through this and I learned a lot about how the parks actually work, but also, one of the board members suggested I come back with a study and they

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were like "Oh, no, no, we got this." Fortunately, COVID saved us, but there should be no mistake about it. Glencliff was used by the Westchase golf or soccer association a long time ago and literally had complete access to it; evenings and Saturdays.

It wasn't that it was more, it was simply that they had complete access to it. Now, we have a bunch of different sports, particularly flag football where we have over a thousand stud- -- or kids signing up every season from our community to play flag football. There's not enough space for them to practice and do things, so any idea or thought that's -- that's exactly why we just had this discussion about it in the Greens. You know, people are in there practicing because they just don't have green space, so any thought that -- that it's not a problem or not an issue for us to address is incorrect.

Secondly, a resident from not our community, multiple times, made the comment that we take care of 90 percent of your taxes and therefore, this is why it's at issue. I think that person was conflating the county taxes with what the CDD does. So a lot of residents were sitting there and hearing this over and over again and some of us wanted to keep moving on to something else, but to be clear, that 90 percent she was talking about was your county taxes. Approximately ten percent of most residents county tax --

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part of your taxes goes to the CDD and that's the part in which we manage, so that thought that somehow we were managing 90 percent of your taxes is absolutely incorrect and it should be corrected that that's not the case.

CHAIRMAN LEWIS: Thank you, Reggie.

All right. I have nothing.

So move to adjourn.

MR. BARRETT: Second.

CHAIRMAN LEWIS: Seconded by Chris.

All in favor?

(All board members signify in the affirmative.)

(Motion passes.)

MR. CHESNEY: Good meeting.

(At 5:03 p.m., all proceedings were concluded.

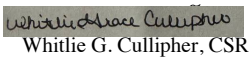
CERTIFICATE OF COURT REPORTER

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, Whitlie G. Cullipher, Certified Shorthand Reporter, do hereby certify that I was authorized to and did stenographically report the Westchase Community District Development Meeting; and that the foregoing transcript is a true record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, or attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 17th day of March, 2026, at Hillsborough County, Florida.



Whitlie G. Cullipher, CSR

Westchase Community Development District
Balance Sheet
January 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUND (001)	GENERAL FUND - HARBOR LINKS (002)	GENERAL FUND - THE ENCLAVE (003)	GENERAL FUND - SAVILLE ROW (004)	GENERAL FUND - COMMERCIAL ROAD (005)
ASSETS					
Cash - Checking Account	$ -	$ -	$ -	$ -	$ -
Accounts Receivable	-	-	-	-	-
Lease Receivable	479,758	-	-	-	-
Due From Other Gov'tl Units	1,642	-	-	-	-
Interest/Dividend Receivables	2,401	-	-	-	-
Due From Other Funds	4,299,590	451,178	18,925	14,863	75,336
Investments:					
Money Market Account	-	-	-	-	-
Prepaids	7,303	-	-	-	-
Deposits	3,191	667	3,030	20	-
TOTAL ASSETS	**$ 4,793,885**	**$ 451,845**	**$ 21,955**	**$ 14,883**	**$ 75,336**
LIABILITIES					
Accounts Payable	$ 105,198	$ 7,500	$ -	$ -	$ -
Accrued Expenses	18,852	618	2,017	38	-
Sales Tax Payable	-	-	-	-	-
Deferred Revenue	456,285	-	-	-	-
Due To Other Funds	-	-	-	-	-
TOTAL LIABILITIES	**580,336**	**8,118**	**2,017**	**38**	**-**
FUND BALANCES					
Nonspendable:					
Deposits	3,191	667	3,030	20	-
Restricted for:					
Capital Projects	-	-	-	-	-
Assigned to:					
Operating Reserves	833,713	9,555	205	-	1,280
Reserves - Erosion Control	60,000	-	-	-	-
Reserves - Roadways	502,031	177,921	-	5,234	14,250
Unassigned:	2,814,614	255,584	16,703	9,591	59,806
TOTAL FUND BALANCES	**$ 4,213,549**	**$ 443,727**	**$ 19,938**	**$ 14,845**	**$ 75,336**
TOTAL LIABILITIES & FUND BALANCES	**$ 4,793,885**	**$ 451,845**	**$ 21,955**	**$ 14,883**	**$ 75,336**

Westchase Community Development District
Balance Sheet
January 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUND - THE GREENS (102)	GENERAL FUND - STONEBRIDGE (103)	GENERAL FUND - WEST PARK VILLAGE (323,4,5A,6) (104)	GENERAL FUND - WEST PARK VILLAGE (324-C5) (105)	GENERAL FUND - VINEYARDS (106)
ASSETS					
Cash - Checking Account	$ -	$ -	$ -	$ -	$ -
Accounts Receivable	-	-	-	-	-
Lease Receivable	-	-	-	-	-
Due From Other Gov'tl Units	-	-	-	-	-
Interest/Dividend Receivables	-	-	-	-	-
Due From Other Funds	299,547	70,221	208,742	31,880	310,965
Investments:					
Money Market Account	-	-	-	-	-
Prepaids	-	-	-	-	-
Deposits	8,120	853	14,572	765	-
TOTAL ASSETS	**$ 307,667**	**$ 71,074**	**$ 223,314**	**$ 32,645**	**$ 310,965**
LIABILITIES					
Accounts Payable	$ 3,400	$ -	$ 35,877	$ -	$ 500
Accrued Expenses	50,026	670	12,009	554	-
Sales Tax Payable	-	-	-	-	-
Deferred Revenue	-	-	-	-	-
Due To Other Funds	-	-	-	-	-
TOTAL LIABILITIES	**53,426**	**670**	**47,886**	**554**	**500**
FUND BALANCES					
Nonspendable:					
Deposits	8,120	853	14,572	765	-
Restricted for:					
Capital Projects	-	-	-	-	-
Assigned to:					
Operating Reserves	-	3,703	361	1,289	3,818
Reserves - Erosion Control	-	-	-	-	-
Reserves - Roadways	5,201	51,831	101,362	23,797	156,509
Unassigned:	240,920	14,017	59,133	6,240	150,138
TOTAL FUND BALANCES	**$ 254,241**	**$ 70,404**	**$ 175,428**	**$ 32,091**	**$ 310,465**
TOTAL LIABILITIES & FUND BALANCES	**$ 307,667**	**$ 71,074**	**$ 223,314**	**$ 32,645**	**$ 310,965**

Westchase Community Development District
Balance Sheet
January 31, 2026

ACCOUNT DESCRIPTION	WESTCHASE UNINSURABLE ASSETS FUND	CLEARING FUND	TOTAL
ASSETS			
Cash - Checking Account	$ -	$ 3,286,492	$ 3,286,492
Accounts Receivable	-	-	-
Lease Receivable	-	-	479,758
Due From Other Gov'tl Units	-	-	1,642
Interest/Dividend Receivables	-	-	2,401
Due From Other Funds	702,196	-	6,483,443
Investments:			-
Money Market Account	-	3,196,951	3,196,951
Prepaids	-	-	7,303
Deposits	-	-	31,218
TOTAL ASSETS	**$ 702,196**	**$ 6,483,443**	**$ 13,489,209**
LIABILITIES			
Accounts Payable	$ -	$ -	$ 152,475
Accrued Expenses	-	-	84,785
Sales Tax Payable	-	-	-
Deferred Revenue	-	-	456,285
Due To Other Funds	-	6,483,443	6,483,443
TOTAL LIABILITIES	**-**	**6,483,443**	**7,176,989**
FUND BALANCES			
Nonspendable:			
Deposits	-	-	31,218
Restricted for:			
Capital Projects	702,196	-	702,196
Assigned to:			
Operating Reserves	-	-	853,924
Reserves - Erosion Control	-	-	60,000
Reserves - Roadways	-	-	1,038,136
Unassigned:	-	-	3,626,745
TOTAL FUND BALANCES	**$ 702,196**	**$ -**	**$ 6,312,220**
TOTAL LIABILITIES & FUND BALANCES	**$ 702,196**	**$ 6,483,443**	**$ 13,489,209**

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund (001)
For the Period Ending February, 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	Feb-26 ACTUAL
REVENUES				
Interest - Investments	$ 26,000	$ 22,652	87.12%	$ 2,823
Interest - Tax Collector	1,500	3,958	263.89%	-
Lease Revenue	20,899	-	0.00%	-
Special Assmnts- Tax Collector	3,608,406	3,426,636	94.96%	109,809
Special Assmnts- Discounts	(144,336)	(134,202)	92.98%	(2,379)
Other Miscellaneous Revenues	800	3,170	396.20%	-
Pavilion Rental	5,000	6,507	130.15%	1,682
Insurance Reimbursements	-	2,500	0.00%	-
TOTAL REVENUES	**3,518,269**	**3,331,222**	**94.68%**	**111,936**
EXPENDITURES				
Administration				
P/R-Board of Supervisors	19,000	8,400	44.21%	3,800
FICA Taxes	1,454	352	24.20%	-
ProfServ-Engineering	75,000	32,100	42.80%	10,710
ProfServ-Legal Services	125,000	34,314	27.45%	6,839
ProfServ-Mgmt Consulting	128,683	53,568	41.63%	13,441
ProfServ-Recording Secretary	16,639	7,403	44.49%	2,324
Auditing Services	7,800	7,900	101.28%	4,900
Postage and Freight	5,000	1	0.03%	-
Insurance - General Liability	62,116	52,546	84.59%	-
Printing and Binding	300	-	0.00%	-
Legal Advertising	6,500	422	6.49%	-
Misc-Assessment Collection Cost	68,384	65,849	96.29%	2,149
Misc-Credit Card Fees	1,100	237	21.52%	58
Misc-Contingency	9,363	1,852	19.78%	1,063
Office Supplies	120	169	140.78%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	526,634	265,287	50.37%	45,284
Flood Control/Stormwater Mgmt				
Contracts-Lake and Wetland	118,000	49,167	41.67%	9,833
Contracts-Fountain	8,820	7,194	81.56%	1,524
R&M-Aquascaping	15,000	-	0.00%	-
R&M-Drainage	27,200	35,000	128.68%	27,000
R&M-Fountain	8,000	225	2.81%	225
Total Flood Control/Stormwater Mgmt	177,020	91,586	51.74%	38,582

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund (001)
For the Period Ending February, 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	Jan-00 ACTUAL
Right of Way				
Payroll-Salaries	310,000	124,389	40.13%	21,998
Payroll-Benefits	104,000	38,976	37.48%	2,453
Payroll - Overtime	36,000	15,830	43.97%	2,871
Payroll - Bonus	40,000	37,500	93.75%	-
FICA Taxes	50,000	13,595	27.19%	1,903
ProfServ-Landscape Architect	25,000	11,822	47.29%	895
Contracts-Police	185,000	80,169	43.33%	24,482
Contracts-Other Services	20,000	8,150	40.75%	3,260
Contracts-Landscape	708,000	315,833	44.61%	63,167
Contracts-Mulch	147,592	75,000	50.82%	-
Contracts-Plant Replacement	140,000	51,430	36.74%	-
Contracts-Road Cleaning	9,843	4,500	45.72%	2,250
Contracts-Trees & Trimming	72,000	81,803	113.61%	40,901
Contracts-Security Alarms	781	160	20.52%	-
Contracts-Pest Control	730	423	57.93%	228
Fuel, Gasoline and Oil	16,500	8,390	50.85%	144
Communication - Teleph - Field	9,000	1,375	15.27%	275
Utility - General	23,275	17,697	76.03%	6,175
Utility - Reclaimed Water	10,000	17,132	171.32%	5,786
Insurance - General Liability	6,703	5,670	84.59%	-
R&M-General	60,000	2,880	4.80%	125
R&M-Equipment	20,000	8,205	41.02%	2,534
R&M-Grounds	125,000	65,865.99	52.69%	20,250
R&M-Irrigation	80,000	30,653	38.32%	5,546
R&M-Sidewalks	26,000	70,091	269.58%	4,182
R&M-Signage	6,000	1,562	26.03%	-
R&M-Walls and Signage	32,500	33,123	101.92%	-
Holiday Decoration	20,000	8,937	44.69%	-
Misc-Hurricane Expense	10,000	-	0.00%	-
Misc-Taxes (Streetlights)	80,000	-	0.00%	-
Misc-Contingency	250,000	47,439	18.98%	45,699
Office Supplies	3,500	445	12.71%	-
Cleaning Services	6,800	2,750	40.44%	550
Op Supplies - General	3,000	361	12.05%	80
Op Supplies - Uniforms	600	833	138.81%	-
Supplies - Misc.	600	-	0.00%	-
Subscriptions and Memberships	4,000	494	12.35%	20
Conference and Seminars	1,000	-	0.00%	-
Total Right of Way	2,643,424	1,183,480	44.77%	255,773

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund (001)
For the Period Ending February, 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	Jan-00 ACTUAL
Common Area				
R&M-General	30,000	25,386	84.62%	2,553
R&M-Boardwalks	700	-	0.00%	-
R&M-Brick Pavers	1,200	1,500	125.00%	1,500
R&M-Grounds	1,500	1,329	88.63%	-
R&M-Signage	1,400	350	25.00%	-
R&M-Walls and Signage	4,000	2,500	62.50%	-
Internet Services	7,391	4,385	59.33%	1,137
Park Improvements	125,000	35,999	28.80%	-
Total Common Area	171,191	71,450	41.74%	5,190
TOTAL EXPENDITURES	**3,518,269**	**1,611,803.06**	**45.81%**	**344,830**
Excess (deficiency) of revenues Over (under) expenditures	-	1,719,418	0.00%	(232,894)
Net change in fund balance	$ -	$ 1,719,418	0.00%	$ (232,894)
FUND BALANCE, BEGINNING (OCT 1, 2025)	**2,494,131**	**2,494,131**		
FUND BALANCE, ENDING	**$ 2,494,131**	**$ 4,213,549**		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - Harbor Links (002)
For the Period Ending February, 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	Feb-26 ACTUAL
REVENUES				
Interest - Investments	$ 500	$ 3,035	606.93%	$ 1,355
Special Assmnts- Tax Collector	60,182	57,150	94.96%	1,831
Special Assmnts- Discounts	(2,407)	(2,238)	92.99%	(40)
Gate Bar Code/Remotes	-	128	0.00%	45
TOTAL REVENUES	**58,275**	**58,075**	**99.66%**	**3,192**
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	1,204	1,098	91.22%	36
Misc-Credit Card Fees	15	5	34.60%	2
Total Administration	1,219	1,103	90.52%	38
Right of Way				
Communication - Teleph - Field	3,300	1,907	57.80%	362
Electricity - Streetlights	5,500	2,863	52.06%	1,236
Insurance - General Liability	3,000	2,538	84.59%	-
R&M-General	19,700	17,015	86.37%	7,500
R&M-Gate	5,794	708	12.22%	439
Reserve - Roadways	19,762	-	0.00%	-
Total Right of Way	57,056	25,032	43.87%	9,538
TOTAL EXPENDITURES	**58,275**	**26,135**	**44.85%**	**9,575**
Excess (deficiency) of revenues Over (under) expenditures	-	31,940	0.00%	(6,383)
Net change in fund balance	$ -	$ 31,940	0.00%	$ (6,383)
FUND BALANCE, BEGINNING (OCT 1, 2025)	**411,787**	**411,787**		
FUND BALANCE, ENDING	**$ 411,787**	**$ 443,727**		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - The Enclave (003)
For the Period Ending February, 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	Feb-26 ACTUAL
REVENUES				
Interest - Investments	$ 151	$ 26	17.08%	$ 12
Special Assmnts- Tax Collector	28,339	26,912	94.96%	862
Special Assmnts- Discounts	(1,134)	(1,054)	92.94%	(19)
TOTAL REVENUES	**27,356**	**25,884**	**94.62%**	**855**
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	567	517	91.21%	17
Total Administration	567	517	91.21%	17
Right of Way				
R&M-Streetlights	26,500	10,085	38.06%	4,035
Total Right of Way	26,500	10,085	38.06%	4,035
TOTAL EXPENDITURES	**27,067**	**10,602**	**39.17%**	**4,052**
Excess (deficiency) of revenues Over (under) expenditures	289	15,282	5287.79%	(3,196)
Net change in fund balance	$ 289	$ 15,282	5287.79%	$ (3,196)
FUND BALANCE, BEGINNING (OCT 1, 2025)	**4,656**	**4,656**		
FUND BALANCE, ENDING	**$ 4,945**	**$ 19,938**		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - Saville Row (004)
For the Period Ending February, 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	Feb-26 ACTUAL
REVENUES				
Interest - Investments	$ 80	$ -	0.00%	$ -
Special Assmnts- Tax Collector	16,222	15,405	94.96%	494
Special Assmnts- Discounts	(649)	(603)	92.96%	(11)
Gate Bar Code/Remotes	-	173	0.00%	-
TOTAL REVENUES	**15,653**	**14,975**	**95.67%**	**483**
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	324	296	91.37%	10
Misc-Credit Card Fees	4	7	165.00%	-
Total Administration	328	303	92.27%	10
Right of Way				
Communication - Teleph - Field	1,980	825	41.66%	165
Insurance - General Liability	4,796	4,057	84.59%	-
R&M-General	1,500	-	0.00%	-
R&M-Gate	1,500	758	50.56%	490
R&M-Streetlights	300	172	57.26%	75
Reserve - Roadways	3,300	-	0.00%	-
Total Right of Way	13,376	5,812	43.45%	730
TOTAL EXPENDITURES	**13,704**	**6,115**	**44.62%**	**739**
Excess (deficiency) of revenues Over (under) expenditures	1,949	8,860	454.60%	(257)
Net change in fund balance	$ 1,949	$ 8,860	454.60%	$ (257)
FUND BALANCE, BEGINNING (OCT 1, 2025)	**5,985**	**5,985**		
FUND BALANCE, ENDING	**$ 7,934**	**$ 14,845**		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - Commercial Road (005)
For the Period Ending February, 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	Feb-26 ACTUAL
REVENUES				
Interest - Investments	$ 150	$ 483	321.94%	$ 216
Special Assmnts- Tax Collector	6,052	5,747	94.96%	184
Special Assmnts- Discounts	(242)	(225)	93.01%	(4)
TOTAL REVENUES	**5,960**	**6,005**	**100.75%**	**396**
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	121	110	91.27%	4
Total Administration	121	110	91.27%	4
Right of Way				
R&M-General	5,000	-	0.00%	-
Reserve - Roadways	839	-	0.00%	-
Total Right of Way	5,839	0	0.00%	0
TOTAL EXPENDITURES	**5,960**	**110**	**1.85%**	**4**
Excess (deficiency) of revenues Over (under) expenditures	-	5,895	0.00%	392
Net change in fund balance	$ -	$ 5,895	0.00%	$ 392
FUND BALANCE, BEGINNING (OCT 1, 2025)	**69,441**	**69,441**		
FUND BALANCE, ENDING	**$ 69,441**	**$ 75,336**		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - The Greens (102)
For the Period Ending February, 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	Feb-26 ACTUAL
REVENUES				
Interest - Investments	$ 700	$ 1,246	178.03%	$ 557
Special Assmnts- Tax Collector	440,564	418,371	94.96%	13,407
Special Assmnts- Discounts	(17,623)	(16,385)	92.98%	(290)
Gate Bar Code/Remotes	-	1,506	0.00%	270
Insurance Reimbursements	-	3,093	0.00%	393
TOTAL REVENUES	**423,641**	**407,831**	**96.27%**	**14,336**
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	8,811	8,040	91.25%	262
Misc-Credit Card Fees	80	60	74.44%	10
Total Administration	8,891	8,099	91.09%	273
Right of Way				
Contracts-Security Services	240,977	111,406	46.23%	44,000
Contracts-Pest Control	240	80	33.33%	20
Communication - Teleph - Field	2,100	885	42.14%	177
Insurance - General Liability	2,119	1,793	84.59%	-
R&M-General	20,000	8,587	42.94%	3,445
R&M-Gate	10,000	6,839	68.39%	4,025
R&M-Streetlights	68,712	29,222	42.53%	12,052
Reserve - Roadways	62,000	-	0.00%	-
Total Right of Way	406,148	158,811	39.10%	63,719
TOTAL EXPENDITURES	**415,039**	**166,911**	**40.22%**	**63,992**
Excess (deficiency) of revenues Over (under) expenditures	8,602	240,920	2800.75%	(49,656)
Net change in fund balance	$ 8,602	$ 240,920	2800.75%	$ (49,656)
FUND BALANCE, BEGINNING (OCT 1, 2025)	**13,321**	**13,321**		
FUND BALANCE, ENDING	**$ 21,923**	**$ 254,241**		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - Stonebridge (103)
For the Period Ending February, 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	Feb-26 ACTUAL
REVENUES				
Interest - Investments	$ 200	$ 437	218.26%	$ 195
Special Assmnts- Tax Collector	19,237	18,268	94.96%	585
Special Assmnts- Discounts	(769)	(715)	93.04%	(13)
TOTAL REVENUES	**18,668**	**17,989**	**96.36%**	**768**
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	385	351	91.18%	11
Misc-Credit Card Fees	10	-	0.00%	-
Total Administration	395	351	88.88%	11
Right of Way				
Communication - Teleph - Field	1,500	887	59.12%	175
Insurance - General Liability	386	327	84.59%	-
R&M-General	1,000	-	0.00%	-
R&M-Gate	3,792	-	0.00%	-
R&M-Streetlights	7,740	3,248	41.97%	1,340
Reserve - Roadways	3,855	-	0.00%	-
Total Right of Way	18,273	4,462	24.42%	1,515
TOTAL EXPENDITURES	**18,668**	**4,813**	**25.78%**	**1,527**
Excess (deficiency) of revenues Over (under) expenditures	-	13,176	0.00%	(759)
Net change in fund balance	$ -	$ 13,176	0.00%	$ (759)
FUND BALANCE, BEGINNING (OCT 1, 2025)	**57,228**	**57,228**		
FUND BALANCE, ENDING	**$ 57,228**	**$ 70,404**		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - West Park Village (323,4,5A,6) (104)
For the Period Ending February, 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	Feb-26 ACTUAL
REVENUES				
Interest - Investments	$ -	$ 657	0.00%	$ 293
Special Assmnts- Tax Collector	176,696	167,795	94.96%	5,377
Special Assmnts- Discounts	(7,068)	(6,572)	92.98%	(116)
TOTAL REVENUES	**169,628**	**161,880**	**95.43%**	**5,554**
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	3,534	3,224	91.24%	105
Total Administration	3,534	3,224	91.24%	105
Right of Way				
R&M-General	2,044	269	13.15%	-
R&M-Streetlights	144,348	58,508	40.53%	24,019
Reserve - Roadways	19,702	40,747	206.82%	40,747
Total Right of Way	166,094	99,523	59.92%	64,766
TOTAL EXPENDITURES	**169,628**	**102,748**	**60.57%**	**64,871**
Excess (deficiency) of revenues Over (under) expenditures	-	59,132	0.00%	(59,317)
Net change in fund balance	$ -	$ 59,132	0.00%	$ (59,317)
FUND BALANCE, BEGINNING (OCT 1, 2025)	**116,296**	**116,296**		
FUND BALANCE, ENDING	**$ 116,296**	**$ 175,428**		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - West Park Village (324-C5) (105)
For the Period Ending February, 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	Feb-26 ACTUAL
REVENUES				
Interest - Investments	$ 90	$ 200	222.03%	$ 89
Special Assmnts- Tax Collector	7,778	8,002	102.88%	853
Special Assmnts- Discounts	(311)	(303)	97.30%	(18)
TOTAL REVENUES	**7,557**	**7,899**	**104.53%**	**923**
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	156	154	98.70%	17
Total Administration	156	154	98.70%	17
Right of Way				
R&M-Streetlights	4,999	2,769	55.39%	1,108
Reserve - Roadways	2,402	-	0.00%	-
Total Right of Way	7,401	2,769	37.41%	1,108
TOTAL EXPENDITURES	**7,557**	**2,923**	**38.68%**	**1,124**
Excess (deficiency) of revenues Over (under) expenditures	-	4,976	0.00%	(201)
Net change in fund balance	$ -	$ 4,976	0.00%	$ (201)
FUND BALANCE, BEGINNING (OCT 1, 2025)	**27,115**	**27,115**		
FUND BALANCE, ENDING	**$ 27,115**	**$ 32,091**		

Westchase Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund - Vineyards (106)
For the Period Ending February, 28, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	Feb-26 ACTUAL
REVENUES				
Interest - Investments	$ 500	$ 2,180	435.97%	$ 974
Special Assmnts- Tax Collector	28,020	25,992	92.76%	237
Special Assmnts- Discounts	(1,121)	(1,029)	91.77%	(5)
Gate Bar Code/Remotes	-	173	0.00%	-
TOTAL REVENUES	**27,399**	**27,317**	**99.70%**	**1,205**
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	560	499	89.16%	5
Misc-Credit Card Fees	10	5	50.00%	-
Total Administration	570	504	88.47%	5
Right of Way				
Insurance - General Liability	1,436	1,215	84.59%	-
R&M-General	4,543	556	12.24%	556
R&M-Drainage	2,625	-	0.00%	-
R&M-Gate	5,000	4,528	90.55%	-
Internet Services	1,800	737	40.93%	127
Reserve - Roadways	11,425	-	0.00%	-
Total Right of Way	26,829	7,035	26.22%	683
TOTAL EXPENDITURES	**27,399**	**7,539**	**27.52%**	**688**
Excess (deficiency) of revenues Over (under) expenditures	-	19,777	0.00%	518
Net change in fund balance	$ -	$ 19,777	0.00%	$ 518
FUND BALANCE, BEGINNING (OCT 1, 2025)	**290,687**	**290,687**		
FUND BALANCE, ENDING	**$ 290,687**	**$ 310,465**		

Westchase Community Development District
Supporting Schedules
February 28, 2026

Non-Ad Valorem Special Assessments
(Hillsborough County Tax Collector - Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2026

					ALLOCATION BY FUND				
Date Received	Net Amount Received	Interest/ Discount Amount	Collection Costs	Gross Amount Received	001 General Fund Assessments	002 Harbor Link Fund Assessments	003 The Enclave Fund Assessments	004 Saville Row Fund Assessments	005 Commercial Road Fund Assessments
Assessments				$ 4,391,496	$ 3,608,406	$ 60,182	$ 28,339	$ 16,222	$ 6,052
Levied				100.00%	82.17%	1.37%	0.65%	0.37%	0.14%
11/07/25	$ 49,621	$ 2,550	$ 1,013	$ 53,184	$ 43,700	$ 729	$ 343	$ 196	$ 73
11/14/25	242,498	10,310	4,949	257,757	211,794	3,532	1,663	952	355
11/21/25	248,314	10,557	5,068	263,939	216,873	3,617	1,703	975	364
12/03/25	1,134,184	48,222	23,147	1,205,553	990,579	16,521	7,780	4,453	1,661
12/05/25	1,593,668	67,753	32,524	1,693,945	1,391,881	23,214	10,931	6,257	2,334
12/19/25	450,328	18,533	9,190	478,051	392,805	6,551	3,085	1,766	659
01/06/26	80,070	2,506	1,634	84,209	69,193	1,154	543	311	116
02/04/26	128,129.61	2,895.07	2,614.89	133,639.57	109,809	1,831	862	494	184
					-	-	-	-	-
TOTAL	**$ 3,926,812**	**$ 163,326**	**$ 80,140**	**$ 4,170,278**	**$ 3,426,636**	**$ 57,150**	**$ 26,911**	**$ 15,405**	**$ 5,747**
% Collected					94.96%	94.96%	94.96%	94.96%	94.96%
TOTAL O/S				**$ 221,218**	**$ 181,770**	**$ 3,032**	**$ 1,428**	**$ 817**	**$ 305**

Westchase Community Development District
Supporting Schedules
February 28, 2026

Non-Ad Valorem Special Assessments
(Hillsborough County Tax Collector - Monthly Collection Distributions) For the Fi

					ALLOCATION BY FUND				
Date Received	Net Amount Received	Interest/ Discount Amount	Collection Costs	Gross Amount Received	102 The Greens Fund Assessments	103 Stonebridge Fund Assessments	104 West Park Village Fun Assessments	105 West Park Village Fund Assessments	106 Vineyards Fund Assessments
Assessments				$ 4,391,496	$ 440,564	$ 19,237	$ 176,696	$ 28,020	$ 7,778
Levied				100.00%	10.03%	0.44%	4.02%	0.64%	0.18%
11/07/25	$ 49,621	$ 2,550	$ 1,013	$ 53,184	$ 5,336	$ 233	$ 2,140	$ 339	$ 94
11/14/25	242,498	10,310	4,949	257,757	25,859	1,129	10,371	1,645	457
11/21/25	248,314	10,557	5,068	263,939	26,479	1,156	10,620	1,684	467
12/03/25	1,134,184	48,222	23,147	1,205,553	120,944	5,281	48,507	7,692	2,135
12/05/25	1,593,668	67,753	32,524	1,693,945	169,940	7,420	68,157	10,808	3,000
12/19/25	450,328	18,533	9,190	478,051	47,959	2,094	19,235	3,050	847
01/06/26	80,070	2,506	1,634	84,209	8,448	369	3,388	537	149
02/04/26	128,129.61	2,895.07	2,614.89	133,639.57	13,407	585	5,377	853	237
					-	-	-	-	-
TOTAL	**$ 3,926,812**	**$ 163,326**	**$ 80,140**	**$ 4,170,278**	**$ 418,371**	**$ 18,268**	**$ 167,795**	**$ 26,609**	**$ 7,386**
% Collected					94.96%	94.96%	94.96%	94.96%	94.96%
TOTAL O/S				**$ 221,218**	**$ 22,193**	**$ 969**	**$ 8,901**	**$ 1,411**	**$ 392**

Westchase Community Development District
O&M Report
February 2026

Num	Date	Name	Memo	Invoice Amount
300010	02/04/26	Matrix Trust Company - Ach	Ubiquity 401K 01/12/26-01/25/26	1,626.86
300005	02/06/26	Spectrum Business	Invoice: 168980001012126-0001 (Reference: Summary account 168980001 01/30/2026 to 02/28/2026.)	1,873.94
300000	02/09/26	Spectrum Business	Reference: 10053 PARLEY DR 12/02/25 to 01/01/26.	191.43
300001	02/09/26	Spectrum Business	Reference: 10053 PARLEY DR 01/02/26 to 02/01/26.	93.95
300009	02/10/26	Truist Bank	Reference: CC expenses 12/18/25 - 01/17/26.	3,566.55
300006	02/11/26	Hillsborough County Florida	Reference: Summary account 1988200000.	3,102.53
300002	02/16/26	TECO	Reference: 8934 Promise Dr Dec 18, 2025 to Jan 20, 2026.	23.02
300011	02/18/26	Matrix Trust Company - Ach	Ubiquity 401K 01/26/26-02/08/26	1,689.25
300008	02/19/26	TECO	Summary Billing 12/19/25-01/21/26	24,974.47
100000	02/23/26	Azzarelli Paving Site Development	Invoice: 267766 (Reference: Concrete curb repair - Belgrave alley way.)	4,870.00
100001	02/23/26	Bomac Construction Services, Inc	Invoice: 3544a (Reference: Street Sweeping January 2026.)	2,250.00
100002	02/23/26	Egis Insurance Advisors	Invoice: 31352 (Reference: Policy #WC100125756 10/01/2025-10/01/2026, workers Compensation - Per...	228.00
100003	02/23/26	Hughes Exterminators Inc	Invoice: 65877626 (Reference: Pest control - 3 more bait boxes Jan 2026.) Invoice: 65477314 (...	181.76
100004	02/23/26	James Wimsatt	Invoice: 020326BOSMTG (Reference: BOS MTG 01/06, 01/20 and 02/03/2026.)	600.00
100005	02/23/26	Off Duty Management, Inc	Invoice: INV307738 (Reference: Off Duty officers - 1/26-2/2/2026.)	3,479.88
100006	02/23/26	Panther Pools	Invoice: 4530 (Reference: Actuating Fountain Feb 2026.) Invoice: 4529 (Reference: WPV fountai...	1,253.79
100007	02/23/26	Pete's Tree & Crane Service	Invoice: 1232 (Reference: Brazilian Pepper tree removal - Vineyards and Gretna Green.)	15,000.00
100008	02/23/26	Veritext, LLC	Invoice: 8998046 (Reference: Transcript Services and Professional Attendance Job Date: 1/6/2026.)	1,106.40
100009	02/23/26	Matthew Lewis	Invoice: 020326BOSMTG (Reference: BOS MTG 01/06, 01/20 and 02/03/2026.)	600.00
100010	02/23/26	A Superior Plumbing Solution	Invoice: 7381 (Reference: Replace push button faucets - 3 park bathrooms.)	1,333.60
100011	02/23/26	AG Outshines LLC	Invoice: 1791 (Reference: Pressure Wash - Linebaugh Ave, Montague N and WPV.)	3,207.10
100012	02/23/26	Brick By The Mile Inc.	Invoice: 575013 (Reference: Wycliff monument repair.)	1,500.00
100013	02/23/26	Fountain Design Group Inc	Invoice: 38470A (Reference: QUARTERLY CLEANING Feb - Apr 2026.)	270.00
100014	02/23/26	Jnr Landscape Management Llc	Invoice: 694687 (Reference: Washy trimming Jan 2026.)	40,901.30
100015	02/23/26	Olm Inc	Invoice: 46672 (Reference: Landscape Inspection - January 2026.)	1,630.00
100016	02/23/26	Kai Connected, LLC	Invoice: 4998 (Reference: Management Services starting 1/23.) Invoice: 4999 (Reference: Feb 2...	13,440.85
100017	02/23/26	Mo'Zart Designs	Invoice: 26-9246 (Reference: Greens gate clickers 100 @ 40.25 each.) Invoice: 26-9288 (Refere...	4,514.61
100018	02/23/26	Redtree Landscape Systems, Llc	Invoice: 32984 (Reference: Landscape February 2026.) Invoice: 33163 (Reference: IRRIG RPRS - ...	65,027.21
100019	02/23/26	Site Masters of Florida, LLC	Invoice: 020926-1 (Reference: Pond 125 drains to reduce rain water (50% deposit).)	21,000.00
100020	02/23/26	Brletic Dvorak, Inc.	Invoice: 2299 (Reference: Engineering Services - January 2026.)	7,035.00
100021	02/23/26	Fountain Kings, Inc.	Invoice: INV-0897 (Reference: reposition airstation - WPV pond.)	225.00
100022	02/23/26	Grau & Associates	Invoice: 28697 (Reference: Audit FYE 09/30/2025.)	4,900.00
100023	02/23/26	Quality Power	Invoice: 715788 (Reference: Reference: CLAMPING PIECE, O RING 40X4 EPDM70 and LABOR.)	64.63
100024	02/23/26	Simple Communications Technologies	Invoice: 44479VZW (Reference: 01/06/26 SATELITE/VZW DATA PLAN.) Invoice: 44476VZW (Reference:...	40.00
100025	02/23/26	Christopher Barrett	Invoice: 020326BOSMTG (Reference: BOS MTG 01/06, 01/20 and 02/03/2026.)	600.00
100026	02/26/26	Christopher Barrett	Invoice: 021726BOSMTG (Reference: BOS MTG 02-17-2026.)	200.00
100027	02/26/26	Gregory Chesney	Invoice: 020326BOSMTG (Reference: BOS MTG 01/06, 01/20 and 02/03/2026.) Invoice: 021726BOSMTG...	800.00
100028	02/26/26	Matthew Lewis	Invoice: 021726BOSMTG (Reference: BOS MTG 02-17-2026.)	200.00
100029	02/26/26	Reginald Gillis	Invoice: 020326BOSMTG (Reference: BOS MTG 01/06, 01/20 and 02/03/2026.) Invoice: 021726BOSMTG...	800.00
100030	02/27/26	Mo'Zart Designs	Invoice: 26-9286 (Reference: gate motor brushes - Harbor Links.)	439.38
300012	02/27/26	Matrix Trust Company - Ach	Ubiquity 401K 02/09/26-02/22/26	1,771.20
			TOTAL	**236,611.71**

EAST END LANDSCAPE

Project Name: Pond 51
Location: Tampa, Florida
Client: Westchase Community Development District (CDD)
Date: March 11, 2026

Total Proposal Price: **$9,950.00**

PROJECT UNDERSTANDING

East End Landscape understands this project involves localized shoreline stabilization along the southeast corner of Pond 51 where erosion has occurred. The purpose of this work is to stabilize the affected shoreline area and prevent further erosion while maintaining a clean and uniform shoreline condition.

SCOPE OF WORK

East End Landscape shall furnish all labor, materials, equipment, and supervision necessary to complete the shoreline stabilization work described below.

Flexamat Shoreline Stabilization

• Furnish and install approximately seventy (70) linear feet of Flexamat shoreline stabilization system along the southeast corner of Pond 51.
• Flexamat shall be installed at approximately six (6) feet in width along the shoreline slope.
• Furnish and install nonwoven geotextile underlayment beneath the Flexamat system to provide soil separation and long-term stability.
• Secure Flexamat using steel anchoring pins in accordance with manufacturer recommendations and site conditions.
• Perform minor grading and preparation of the shoreline surface as required for proper installation of the stabilization system.
• Tie the new Flexamat installation into existing shoreline conditions to provide a smooth transition and continuous shoreline protection.

INCLUSIONS

• All labor, materials, equipment, and supervision necessary to complete the work described herein.
• Furnishing and installation of the Flexamat system, geotextile underlayment, anchoring pins, and related installation materials.
• Mobilization and demobilization of installation equipment.
• Site cleanup associated with the work.

EXCLUSIONS

The following items are expressly excluded from this proposal unless authorized by written change order:

• Rip rap installation or shoreline reconstruction beyond the limits described above.
• Aquatic or littoral plantings including but not limited to Jointed Spike Rush, Pickerel Weed, Duck Potato, or similar vegetation.
• Environmental permitting, monitoring, testing, or reporting.
• Turbidity curtains, turbidity barriers, floc logs, polymer treatment, or water quality controls.
• Dewatering or temporary water control measures.
• Surveying, layout, or elevation certification.
• Work outside the specified shoreline stabilization limits.

ASSUMPTIONS AND CLARIFICATIONS

• Pricing is based on installation of approximately seventy (70) linear feet of Flexamat shoreline stabilization.
• Flexamat installation width assumed at approximately six (6) feet.
• Work will be performed during normal daytime working hours.
• Quantities and extents are based on field observations and may vary due to site conditions.

TERMS AND CONDITIONS

• Fifty percent (50%) deposit due upon acceptance of proposal.
• Remaining balance due within thirty (30) days of invoice.
• East End Landscape will contact utility locate services; the Owner is responsible for identifying private utilities.
• East End Landscape is not responsible for damage caused by unmarked utilities.
• Adequate access must be provided for equipment required to complete the work.
• Proposal valid for thirty (30) days and subject to material cost fluctuations.

ACCEPTANCE OF PROPOSAL

By signing below, the Owner authorizes East End Landscape LLC to proceed with the work described under the terms and pricing stated above.

Accepted By: _____ MATT LEWIS

Title: CHAIRMAN

Date: 3/23/26

TOTAL PROPOSAL PRICE: $9,950.00

AGREEMENT BETWEEN BUCHANAN BUILDING SERVICES LLC, AND WESTCHASE COMMUNITY DEVELOPMENT DISTRICT FOR POWER FOR DRAINAGE PUMP

This agreement (the "**Agreement**") is made and effective this 24 day of February, 2026, by and between:

Westchase Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida, whose address is: 2502 N. Rocky Point Drive, Suite 1000, Tampa, FL 33607("**District**"), and

Buchanan Building Services LLC, a Florida limited liability company, whose mailing address is: 11020 Panama Drive, Tampa, FL 33625 ("**Contractor**").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Hillsborough County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, landscaping, and other infrastructure; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide power for a drainage pump within the District, in accordance with industry standards, and as further described on **Exhibit "A"** hereto ("**Contractor's Proposal**"); and

WHEREAS, Contractor, who submitted the proposal attached hereto as **Exhibit A** ("**Contractor's Proposal**"), represents that it has the skills, knowledge, and ability to provide such Work to the District, in accordance with the terms of this Agreement; and

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the "**Parties**"), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Incorporation of 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. Description of Work. The Contractor will provide the work and services identified in **Exhibit A** (the "**Work**"). Exhibit A is attached solely for the purpose of identifying the Work to be performed by Contractor. This Agreement governs the terms and conditions for such Work. Contractor shall perform the Work for the Contract amount of **Twenty Thousand Three Hundred Seventy-Six and xx/100ths Dollars** ($23,376.00), commencing March 15, 2026. Contractor shall provide all labor, materials and equipment necessary for such Work.

Contractor has satisfied and verified, by its own independent investigation and study, (i) all conditions affecting the site where the Work is to be performed (the "**Site**"), (ii) the Work to be done and materials to be furnished; and (iii) the conditions under which the Work is to be done, and has executed this Agreement based solely on such investigation, study and determination made by it.

Section 3. Contractor's Warranty. Contractor shall warrant that the Work (a) has been constructed in a manner that conforms to all professional standards of care, principles, or other applicable designed standards; (b) has been performed in a good and workmanlike manner and is free of defects; (c) utilized materials that are new and of good quality. The Contractor shall repair or replace, at its cost, any item or component of the Work found not to be materially in conformance with this warranty, provided that the CDD notifies the Contractor, in writing, on such non-conformity within the warranty period. Except as to latent defects or defects that are concealed and/or not disclosed due to fraud, that warranty period for all labor, materials and equipment will expire one (1) year from the date the CDD declares final completion of the Work and releases payment for the Work.

Section 4. Billing and Payment. The District shall pay the Contractor the total contract price of Twenty-Three Thousand Three Hundred Seventy-Six Dollars and xx/100th ($23,376.00). Fifty Percent (50%) of the Contract Price shall be paid at the time of execution of this Agreement. The remaining Fifty Percent (50%) of the Contract Price for the Work shall be paid upon: (a) completion of the Work in a satisfactory manner; (b) the District's approval of the Work; and (c) the District's receipt of evidence supporting the payment, as the District may reasonably request, including, but not limited to an unconditional release of lien and waiver on final payment for Contractor and all of its subcontractors, if any, in a form reasonably acceptable to the District. Payment otherwise due by the District to the Contractor may be withheld by the District, without payment of interest, on account of defective Work not remedied by the Contractor, upaid labor or material bills, or third-party claims for which Contractor is responsible under this Agreement, or for failure of Contractor to provide the required Certificates of Insurance in accord with this Agreement.

Section 5. Care of the Property. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within twenty-four (24) hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages.

Section 6. Insurance. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance 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 $1,000,000 combined single limit bodily injury and property damage liability, in addition to covering at least the following hazards:

- Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least $1,000,000 (One Million Dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 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.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

The CGL policy, commercial automobile liability and umbrella policies required above shall be primary insurance for the Contractor and the District, and the Additional Insureds. The policies shall contain a clause stating: "it is further agreed that such insurance as is afforded by this policy for the benefit of the Additional Insureds shall be primary insurance, and any insurance maintained by, or available to the Additional Insureds shall be excess and noncontributory with the insurance provided hereunder." The coverage provided to the Additional Insureds must be at least as broad as that provided to the Contractor, and may not contain any exclusionary language or limitations applicable to the Additional Insureds.

All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis. Insurer(s), with the exception of the Workers' Compensation, shall agree to waive all rights of subrogation against the Additional Insureds.

If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the 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 obtaining the required insurance.

Section 7. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District.

Section 8. Indemnification. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees and their respective successors and assigns (the "**District Parties**") from any and all Claims occurring incident to or resulting in whole or in part from, the activities of the Contractor, the Contractor's agents, employees, subcontractors, advisors, and other parties (the "**Contractor Parties**") employed or engaged by Contractor or any of the foregoing, in connection with this Agreement; provided, however, that this indemnity shall not apply to the extent of the District's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this

Agreement as to any such Claims arising out of this Agreement. Contractor shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies contractor is carrying and maintaining. In any and all Claims against one or more of the District Parties by any employee of any of the Contractor Parties, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. "**Claims**" shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights of recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, or pursuant to any violation of any and all states laws, rules, ordinances, regulation, by-laws, orders, decrees, permits, licenses and certificates of any federal, state of other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

Section 9. Recovery of Costs and Fees. In the event the District is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then if prevailing, the District shall be entitled to recover from Contractor all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

Section 10. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 11. Labor, Materials and Equipment Claims. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. The 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 the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy any claim or attempted lien within three (3) business days after the filing of a notice thereof, the District, in addition to any or all remedies available under this Agreement, may terminate this Agreement effective upon the giving of notice.

Section 12. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

Section 13. Enforcement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

Section 14. Termination. The District may terminate this Agreement without cause upon five

(5) days written notice. The District shall also have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to cancel this Agreement upon sixty (60) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of termination for the Work performed up to that date, subject to whatever claims or off-sets the District may have against the Contractor.

Section 15. Permits and Licenses. All permits, inspections and/or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor. Contractor is responsible for determining if any Work is to be inspected or approved by any public authority. Contractor shall be responsible for any fines or penalties assessed against the District as a result of Contractor's Work.

Section 16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. To the extent that anything contained within **Exhibit A** conflicts with anything contained within this Agreement, this Agreement shall control.

Section 17. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

Section 18. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, 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.

Section 19. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, by facsimile, by overnight mail, or by First Class Mail, postage prepaid, return receipt requested, to the parties, as follows:

a.	If to Contractor:	Buchanan Building Services LLC 11020 Panama Drive Tampa, Florida 33625 Attn: J. L. Buchanan, Jr.
b.	If to District:	Westchase Community Development District 2502 N. Rocky Point Drive Suite 1000 Tampa, Florida 33607 Attn: District Manager

With a copy to: Erin McCormick Law, PA 3314 Henderson Boulevard
Suite 100D
Tampa, Florida 33609
Attn: Erin R. McCormick, Esq.

Section 20. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section 21. Assignment. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.

Section 22. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

Section 23. Public Records. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the Work provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

a. Keep and maintain public records required by the District to perform the service.

b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. Ensure that public records that 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 completion of the Agreement if the Contractor does not transfer the records to the District.

d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT [redacted], OR BY EMAIL AT RECORDS@HIKAI.COM OR BY REGULAR MAIL AT 2502 N. ROCKY POINT DRIVE, SUITE 1000, TAMPA, FL 33607.

Section 24. E-Verify Requirements. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Company 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. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide
a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Section 25. Nongovernmental Entity Human Trafficking Affidavit. The Nongovernmental Entity Human Trafficking Affidavit, attached hereto as Exhibit "B," has been executed by Contractor, and is incorporated into this Agreement.

Section 26. Effective Date and Term. This Agreement shall become effective as of the date set forth above. Time is of the essence in performance of this Agreement by the Contractor. However, Contractor shall not be responsible for delays in performance as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God or events considered as "Force Majeure".

Section 27. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the 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 Work being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to

provision of Work, 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.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

Secretary/Assistant Secretary,
Board of Supervisors

WESTCHASE COMMUNITY DEVELOPMENT DISTRICT, a community development district established pursuant to Chapter 190, F.S.

Signature:

Name: Matthew Lewis

Title: Chair, Board of Supervisors

WITNESSES:

By: Samantha Mikulaschek
Address: 11603 Sheldon Rd
Tampa FL 33626

By: SIMEON LAD
Address: 5008 Bridge way ln.
Wtr FL 33558

BUCHANAN BUILDING SERVICES LLC, a Florida limited liability company

Name: Jesse L Buchanan Jr

Title: Owner

EXHIBIT A
Contractor's Proposal

ESTIMATE

Buchanan Building Services
EC13011471/CBC1267916
11020 Panama Dr
Tampa, FL 33625

jbuchan3@tampabay.rr.com
+1 (813) 318-1606

Buchanan Building Services

Bill to
David Sylvanowicz
Westchase CDD
9515 W. Linebaugh Ave
Tampa, FL 33626

Estimate details
Estimate no.: 1089
Estimate date: 01/06/2026
Expiration date: 02/28/2026

P.O. Number: power for new drainage pump

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**16 Electrical & Lighting**	2250 ft + or - 4/0 URD direct burial wire to existing meter on site, pull box access, concrete panel post, disconnect, breaker, fittings. Silt fence and erosion protection, sod replacement, equipment required for trenching and covering, Labor for this project.	1	$23,376.00	$23,376.00
2.			Payable as follows Deposit for materials and scheduling 50% $11,688.00 On Completion 50% $11,688.00			

Total **$23,376.00**

Expiry date 02/28/2026

Accepted date

Accepted by

EXHIBIT "B"

Nongovernmental Entity Human Trafficking Affidavit
Section 787.06(13), Florida.Statutes

I, the undersigned, am an authorized officer or representative of Buchanan Building Services LLC, a Florida limited liability corporation, and I attest that Buchanan Building Services LLC, does not use coercion for labor or services as defined in Section 787.06, Florida.Statutes; Under penalty of perjury, I hereby declare and affirm that the above-stated facts are true and correct.

FURTHER AFFIANT SAYETH NOT.

BUCHANAN BUILDING SERVICES LLC,
a Florida limited liability corporation

By: _____

Name: Jesse Buchanan

Title: Owner

Date: 2-24-26

AGREEMENT BETWEEN EAST END LANDSCAPE & LAWN MAINTENANCE LLC, AND WESTCHASE COMMUNITY DEVELOPMENT DISTRICT FOR MAINTENANCE AND RESTORATION WORK FOR STORMWATER FACILITIES

This agreement (the "**Agreement**") is made and effective this 9 day of MARCH, 2026, by and between:

Westchase Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida, whose address is: 2502 N. Rocky Point Drive, Suite 1000, Tampa, FL 33607("**District**"), and

East End Landscape & Lawn Maintenance LLC, a Florida limited liability company, whose mailing address is: 10014 Regency Park Boulevard, Port Richey, FL 34668 ("**Contractor**").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Hillsborough County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, landscaping, and other infrastructure; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide corrective maintenance and restoration work at certain stormwater facilities within the District, in accordance with industry standards, and as further described on **Exhibit "A"** hereto (the "**District's Scope of Work**"); and

WHEREAS, Contractor has submitted the proposal attached hereto as **Exhibit "B"**, ("**Contractor's Proposal**"), and represents that it has the skills, knowledge, and ability to provide such Work to the District, in accordance with the terms of this Agreement; and

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the "**Parties**"), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Incorporation of 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. Description of Work. The Contractor will provide the work and services identified in **Exhibit A** and **Exhibit B** (the "**Work**"). Exhibits A and B are attached solely for the purpose of identifying the Work to be performed by Contractor. This Agreement governs the terms and conditions for such Work. Contractor shall perform the Work for the Contract amount of **One Hundred Three Thousand Five Hundred and xx/100ths Dollars** ($103,500.00), commencing march 9 2026.

Contractor shall provide all labor, materials and equipment necessary for such Work.

Contractor has satisfied and verified, by its own independent investigation and study, (i) all conditions affecting the site where the Work is to be performed (the "Site"), (ii) the Work to be done and materials to be furnished; and (iii) the conditions under which the Work is to be done, and has executed this Agreement based solely on such investigation, study and determination made by it.

Section 3. Contractor's Warranty. Contractor shall warrant that the Work (a) has been constructed in a manner that conforms to all professional standards of care, principles, or other applicable designed standards; (b) has been performed in a good and workmanlike manner and is free of defects; (c) utilized materials that are new and of good quality. The Contractor shall repair or replace, at its cost, any item or component of the Work found not to be materially in conformance with this warranty, provided that the District notifies the Contractor, in writing, on such non-conformity within the warranty period. Except as to latent defects or defects that are concealed and/or not disclosed due to fraud, that warranty period for all labor, materials and equipment will expire one (1) years from the date the District declares final completion of the Work and releases payment for the Work.

Section 4. Billing and Payment. The District shall pay the Contractor the total contract price of One Hundred Three Thousand Five Hundred Dollars and xx/100th ($103,500.00). Fifty Percent (50%) of the Contract Price shall be paid at the time of execution of this Agreement. The remaining Fifty Percent (50%) of the Contract Price for the Work shall be paid upon thirty (30) days of receipt of an invoice for the completed Work, provided the following conditions must first be met: (a) completion of the Work in a satisfactory manner; (b) the District's approval of the Work; and (c) the District's receipt of evidence supporting the payment, as the District may reasonably request, including, but not limited to an unconditional release of lien and waiver on final payment for Contractor and all of its subcontractors, if any, in a form reasonably acceptable to the District. Payment otherwise due by the District to the Contractor may be withheld by the District, without payment of interest, on account of defective Work not remedied by the Contractor, unpaid labor or material bills, or third-party claims for which Contractor is responsible under this Agreement, or for failure of Contractor to provide the required Certificates of Insurance in accord with this Agreement.

Section 5. Care of the Property. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within twenty-four (24) hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages.

Section 6. Insurance. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida and any applicable federal laws. .

(2) Commercial General Liability Insurance, written on an occurrence policy form, including premises-operations coverage (including explosion, collapse and underground coverage and products-completed operations coverage) covering the Contractor's legal liability for bodily injuries, with limits of not less than $1,000,000 combined single limit bodily injury and property damage liability per occurrence,

$1,000,000 personal and advertising injury, $1,000,000 general aggregate limit, $1,000,000 products-completed operations aggregate limit, or limits carried, whichever are greater, in addition to covering at least the following hazards:

- Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

The CGL policy or policies shall provide, without limitation, severability of interest (full separation of insureds), contractual liability coverage (including, without limitation, coverage to the maximum extent possible for the indemnification contained in the Agreement), broad form property damage coverage including completed operations).

(3) Employer's Liability Coverage with limits of at least $1,000,000 (One Million Dollars) per accident or disease.

(4) Umbrella Liability: With limits of not less than Two Million Dollars ($2,000,000) per occurrence covering all contract services performed under this Agreement.

(5) Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 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.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

The CGL policy, commercial automobile liability and umbrella policies required above shall be primary insurance for the Contractor and the District, and the Additional Insureds. The policies shall contain a clause stating: "it is further agreed that such insurance as is afforded by this policy for the benefit of the Additional Insureds shall be primary insurance, and any insurance maintained by, or available to the Additional Insureds shall be excess and noncontributory with the insurance provided hereunder." The coverage provided to the Additional Insureds must be at least as broad as that provided to the Contractor, and may not contain any exclusionary language or limitations applicable to the Additional Insureds.

All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis. Insurer(s), with the exception of the Workers' Compensation, shall agree to waive all rights of subrogation against the Additional Insureds.

If the Contractor fails to have secured and maintained the required insurance, the District has the

right (without any obligation to do so, however), to secure such required insurance in which event, the 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 obtaining the required insurance.

Section 7. Performance Bond. Contractor shall obtain and furnish to the District, at District's expense without any Contractor mark-up for same (which costs have been incorporated into the Contractor's Proposal), and maintain in effect throughout the Contractor's performance under the Agreement, a performance bonds naming the District as obligee, in a form approved by the District, issued by a surety company authorized to do business in the State of Florida, in an amount equal to the total contract price. All bonds required for the Work shall be issued by a surety rated "A" or better by Best's Rating or equivalent.

Section 8. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District.

Section 9. Indemnification. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees and their respective successors and assigns (the "**District Parties**") from any and all Claims occurring incident to or resulting in whole or in part from, the activities of the Contractor, the Contractor's agents, employees, subcontractors, advisors, and other parties (the "**Contractor Parties**") employed or engaged by Contractor or any of the foregoing, in connection with this Agreement; provided, however, that this indemnity shall not apply to the extent of the District's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Contractor shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies contractor is carrying and maintaining. In any and all Claims against one or more of the District Parties by any employee of any of the Contractor Parties, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. "**Claims**" shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights of recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, or pursuant to any violation of any and all states laws, rules, ordinances, regulation, by-laws, orders, decrees, permits, licenses and certificates of any federal, state of other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

Section 10. Recovery of Costs and Fees. In the event the District is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then if prevailing, the District shall be entitled to recover from Contractor all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

Section 11. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28,

Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 12. Labor, Materials and Equipment Claims. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. The 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 the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy any claim or attempted lien within three (3) business days after the filing of a notice thereof, the District, in addition to any or all remedies available under this Agreement, may terminate this Agreement effective upon the giving of notice.

Section 13. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

Section 14. Enforcement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

Section 15. Termination. The District may terminate this Agreement without cause upon five (5) days written notice. The District shall also have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to cancel this Agreement upon sixty (60) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of termination for the Work performed up to that date, subject to whatever claims or off-sets the District may have against the Contractor.

Section 16. Permits and Licenses. All permits, inspections and/or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor. Contractor is responsible for determining if any Work is to be inspected or approved by any public authority. Contractor shall be responsible for any fines or penalties assessed against the District as a result of Contractor's Work.

Section 17. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. To the extent that anything contained within **Exhibit A** or **Exhibit B** conflicts with anything contained within this Agreement, this Agreement shall control.

Section 18. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

Section 19. Authority to Contract. The execution of this Agreement has been duly

authorized by the appropriate body or official of all parties hereto, 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.

Section 20. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, by facsimile, by overnight mail, or by First Class Mail, postage prepaid, return receipt requested, to the parties, as follows:

a. If to Contractor:
East End Landscape & Lawn Maintenance LLC
10014 Regency Park Boulevard
Port Richey, FL 34668
Attn: Ray Pennetti, Owner
Email: ray@eel.design
Tel: (727) 364-5049

b. If to District:
Westchase Community Development District
2502 N. Rocky Point Drive
Suite 1000
Tampa, Florida 33607
Attn: District Manager

With a copy to:
Erin McCormick Law, PA
3314 Henderson Boulevard
Suite 100D
Tampa, Florida 33609
Attn: Erin R. McCormick, Esq.

Section 21. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section 22. Assignment. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.

Section 23. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

Section 24. Public Records. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the Work provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement,

Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

a. Keep and maintain public records required by the District to perform the service.

b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. Ensure that public records that 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 completion of the Agreement if the Contractor does not transfer the records to the District.

d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (813) 565-4663, OR BY EMAIL AT RECORDS@HIKAI.COM, OR BY REGULAR MAIL AT 2502 N. ROCKY POINT DRIVE, SUITE 1000, TAMPA, FL 33607.

Section 25. E-Verify Requirements. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Company 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. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide
a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Section 26. Nongovernmental Entity Human Trafficking Affidavit. The Nongovernmental Entity Human Trafficking Affidavit, attached hereto as Exhibit "C," has been executed by Contractor, and is incorporated into this Agreement.

Section 27. Effective Date and Term. This Agreement shall become effective as of the date set forth above. Time is of the essence in performance of this Agreement by the Contractor.

Section 28. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the 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 Work being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of Work, 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.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

Secretary/Assistant Secretary,
Board of Supervisors

Address: 2502 N. Rocky
Point Drive, Suite 1000,
Tampa, FL 33607

WESTCHASE COMMUNITY DEVELOPMENT DISTRICT, a community development district established pursuant to Chapter 190, F.S.

Signature: _____
Name: Matthew Lewis, Chair, Board of Supervisors

WITNESSES:

By: Julian Posnish
Address: 3230 Painted Blossom Ct,
Lutz FL 33558

By: Vincent Ford
Address: 17094 Anderson Rd Tampa,
FL, 33625

EAST END LANDSCAPE & LAWN MAINTENANCE LLC, a Florida limited liability company

_____

Name: Ray Pennetti

Title: Owner

EXHIBIT A
Scope of Work

BDi
DISTRICT ENGINEER

Technical Memorandum

Date: Jan 13, 2026

To: Prospective Contractors

Project Name: SOI Deficiencies Project

From: Kirk Wagner

Location: Westchase CDD

Subject: Scope of Work

Westchase CDD is requesting proposals for the correcting the following stormwater components that were found to be deficient from a recent SOI field inspection.

Stormwater pond A –

Remove stumps, debris and buildup of sediment and debris from bank to bank of the pond to restore the pond to permitted plan set specifications. Clear out any vegetation, debris and sediment in and around control weirs and their paved pads, control structure and their MES / FES outflow pipe and conveyance swale to wetland. Verify MES / FES from curb / ditch bottom inlets are free of vegetation debris and sediment and if needed remove the material. All structures will need to be restored to permitted plan set specifications for free conveyance of stormwater into and out of the facility. Sod all exposed areas of the bank that are prone to erosion or have exposed soils. This will include exterior and interior banks. Apply 6-12” rip rap with nonwoven geotextile out 4-6ft around structures where typical or problematic erosion is or will occur.

Stormwater pond W-1A –

Remove stumps, debris and buildup of sediment and debris from bank to bank of the pond to restore the pond to permitted plan set specifications. Clear out any vegetation, debris and sediment in and around control weirs and their paved pads, control structure and their MES / FES outflow pipe and conveyance swale to wetland. Verify MES / FES from curb / ditch bottom inlets are free of vegetation debris and sediment and if needed remove the material. All structures will need to be restored to permitted plan set specifications for free conveyance of stormwater into and out of the system. Sod all exposed areas of the bank that are prone to erosion or have exposed soils. This will include exterior and interior banks. Apply 6-12” rip rap with nonwoven geotextile out 4-6ft around structures where typical or problematic erosion is or will occur.

Stormwater pond W-1C –

Remove stumps, debris and buildup of sediment and debris from bank to bank of the pond to restore the pond to permitted plan set specifications. Clear out any vegetation, debris and sediment in and around control weirs and their paved pads, and conveyance swale to wetland. Verify MES / FES from curb / ditch bottom inlets are free of vegetation debris and sediment and if needed remove the material. All structures will need to be restored to permitted plan set specifications for free conveyance of stormwater into and out of the system. Sod all exposed areas of the bank that are prone to erosion or have exposed soils. This will include exterior and interior banks. Apply 6-12” rip rap with nonwoven geotextile out 4-6ft around structures where typical or problematic erosion is or will occur.

Stormwater pond W-11 –

Remove buildup of sediment and debris within the pond from bank to bank to restore pond to permitted plan set specifications. Clear out any vegetation, debris and sediment in and around control weirs conveyance swale to wetland. Complete restoration and stabilization of the pond bank eroded at west end of weir. Verify MES / FES from curb / ditch bottom inlets are free of vegetation debris and sediment and if needed remove the material. All structures will need to be restored to permitted plan set specifications for free conveyance of stormwater into and out of the system. Sod all exposed areas of the bank that are prone to erosion or have exposed soils. This will include exterior and interior banks. Apply 6-12" rip rap with nonwoven geotextile out 4-6ft around structures where typical or problematic erosion is or will occur.

Restore conveyance swale to wetland control structure. Conveyance swale will need to be hand dug. At control structure remove excess growth of cypress knees and roots to maintain conveyance of water into control structure. Verify and if needed remove sediment and debris at FES from this control structure for free conveyance of water.

Stormwater Sump B –

Remove stumps, debris and buildup of sediment and debris from bank to bank of the pond to restore the pond to permitted plan set specifications. Clear out any vegetation, debris and sediment in and around control weirs and their paved pads, control structure and their MES / FES outflow pipe and conveyance swale to wetland. Verify MES / FES from curb / ditch bottom inlets are free of vegetation debris and sediment and if needed remove the material. All structures will need to be restored to permitted plan set specifications for free conveyance of stormwater into and out of the system. Sod all exposed areas of the bank that are prone to erosion or have exposed soils. This will include exterior and interior banks. Apply 6-12" rip rap with nonwoven geotextile out 4-6ft around structures where typical or problematic erosion is or will occur.

Contractor will be responsible for the restoration of all ingress/egress areas. This will include sod, irrigation, concrete and landscaping, where needed.

Sod Type –

Pond Banks – Bahia Sod

Ingress / Egress – St Augustine Sod

The following pages are pictures of the current state of these ponds and permitted plan set document pages.

There is a mandatory site visit with engineering firm to review these locations and the scope of work.

Sump A

and

Sump W-1A

10612 Sheldon Rd, Tampa, FL 33626, USA
28.04643, -82.583604 ±13ft
Sump A / Sump 1A
Westchase CDD
16 Jan 2026 12:10:38

10612 Sheldon Rd, Tampa, FL 33626, USA
28.046321, -82.583686 ±13ft
Sump A / Sump 1A
Westchase CDD
16 Jan 2026 12:10:54

10612 Sheldon Rd, Tampa, FL 33626, USA
28.046439, -82.583709 ±16ft
Sump A / Sump 1A
Westchase CDD
16 Jan 2026 12:11:21

8802 Gracewood Way, Tampa, FL 33626, USA
28.046502, -82.583895 ±9ft
Sump A / Sump 1A
Westchase CDD
16 Jan 2026 12:11:46

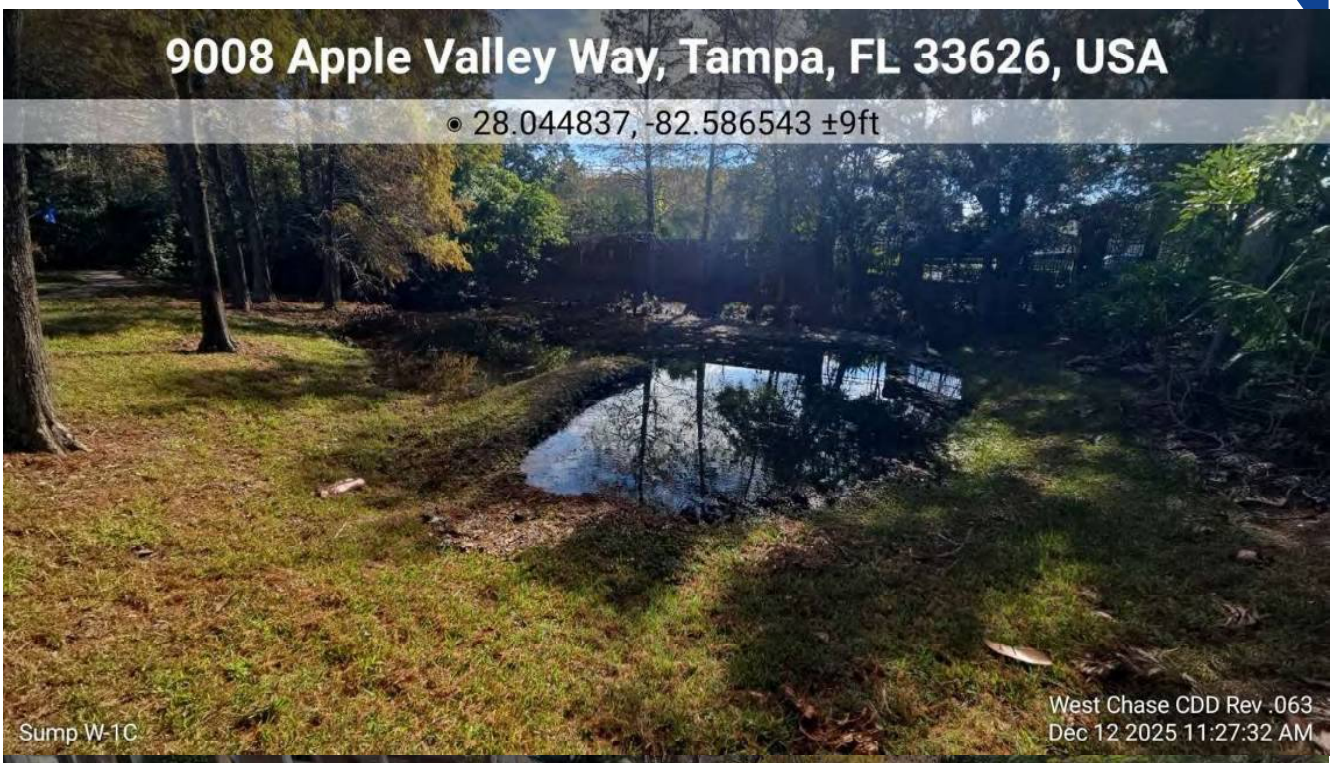
8802 Gracewood Way, Tampa, FL 33626, USA
28.046358, -82.584004 ±49ft
Sump A / Sump 1A
Westchase CDD
16 Jan 2026 12:13:01

8802 Gracewood Way, Tampa, FL 33626, USA
28.0464, -82.583992 ±9ft
Sump A / Sump 1A
Westchase CDD
16 Jan 2026 12:13:07

8802 Gracewood Way, Tampa, FL 33626, USA
28.046398, -82.584003 ±9ft
Sump A / Sump 1A
Westchase CDD
16 Jan 2026 12:13:18

8802 Gracewood Way, Tampa, FL 33626, USA
28.0464, -82.584003 ±9ft
Sump A / Sump 1A
Westchase CDD
16 Jan 2026 12:13:23

POND W-1C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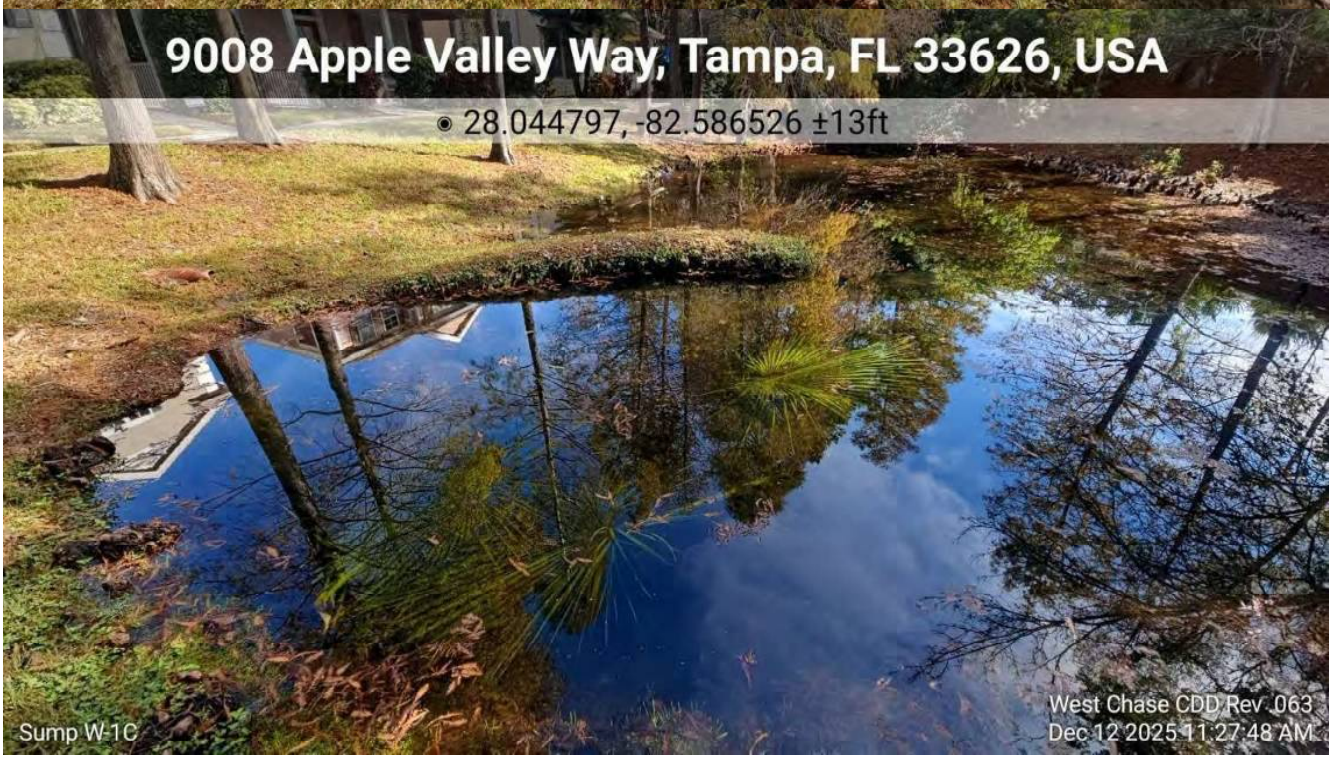
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Sump W-1C
West Chase CDD Rev .063
Dec 12 2025 11:27:58 AM

9004 Apple Valley Way, Tampa, FL 33626, USA
28.044755, -82.586351 ±42ft
Sump W-1C
West Chase CDD Rev .063
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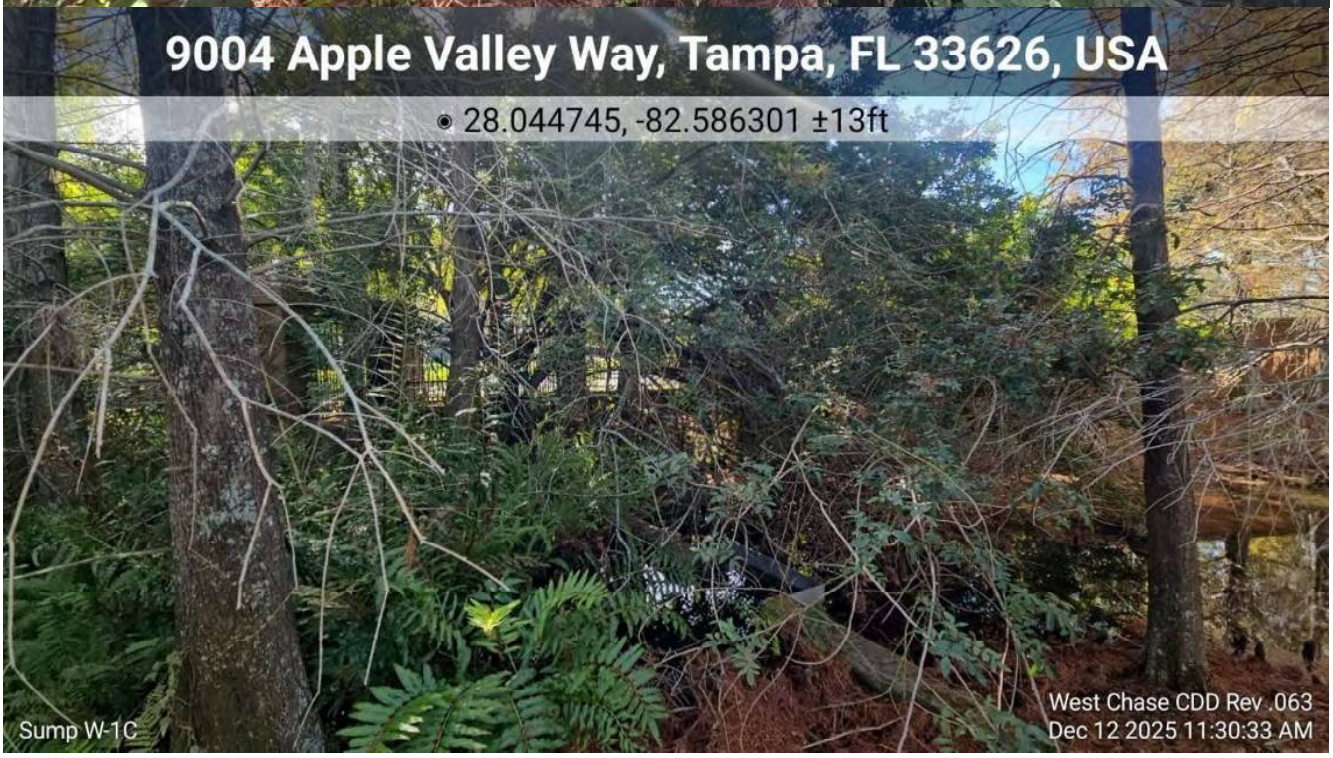
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Sump W-1C
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9004 Apple Valley Way, Tampa, FL 33626, USA
28.044752, -82.586301 ±13ft
Sump W-1C
West Chase CDD Rev .063
Dec 12 2025 11:37:04 AM

9004 Apple Valley Way, Tampa, FL 33626, USA
28.04475, -82.586289 ±13ft
Sump W-1C
West Chase CDD Rev .063
Dec 12 2025 11:37:07 AM

POND W-11

and

Wetland Control Structure

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Sump W-11
West Chase CDD Rev .063
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28.04599, -82.586757 ±9ft
Sump W-11
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9009 English Silver Way, Tampa, FL 33626, USA
28.04597, -82.586759 ±9ft
Sump W-11
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Dec 12 2025 11:42:58 AM

9009 English Silver Way, Tampa, FL 33626, USA
28.045963, -82.586762 ±9ft
Sump W-11
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Dec 12 2025 11:43:07 AM

9009 English Silver Way, Tampa, FL 33626, USA
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Sump W-11
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Sump W-11
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Sump W-11
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Sump W-11
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Sump B

9624 W Park Village Dr, Tampa, FL 33626, USA
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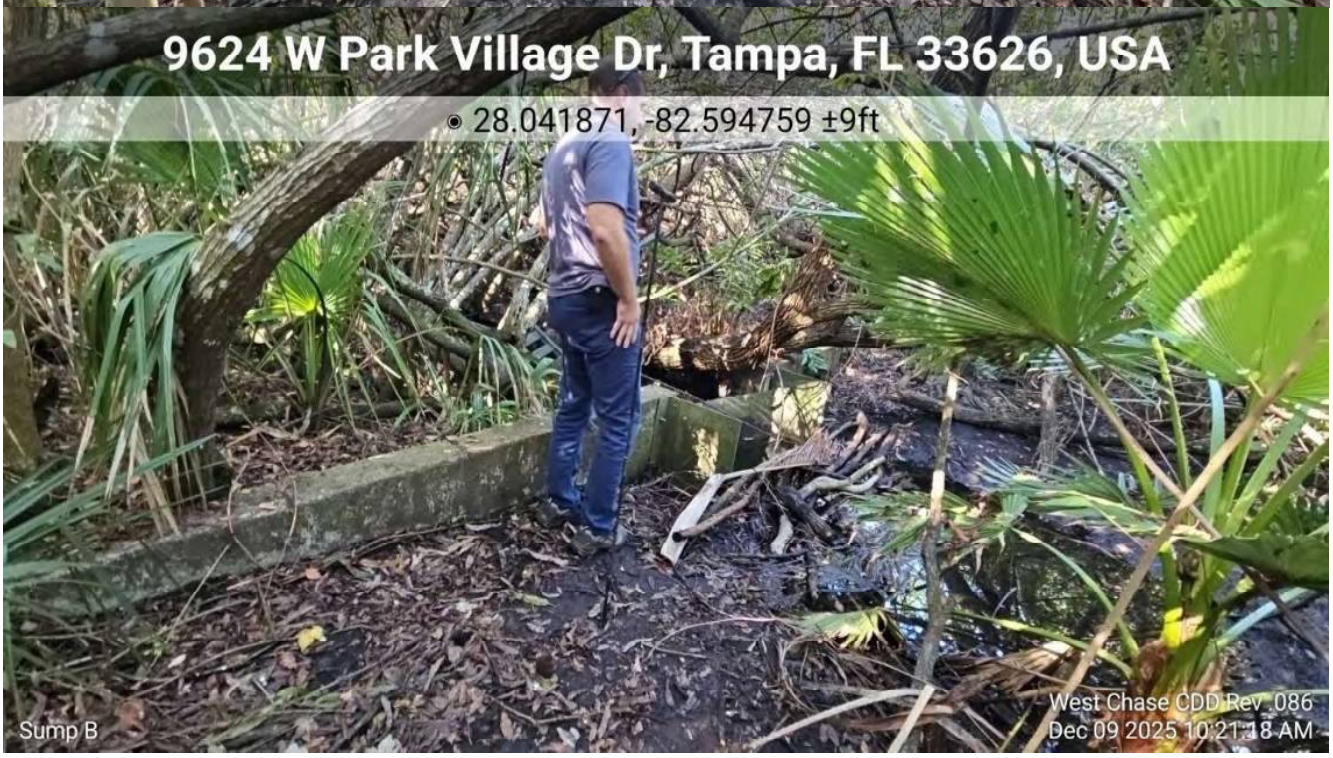
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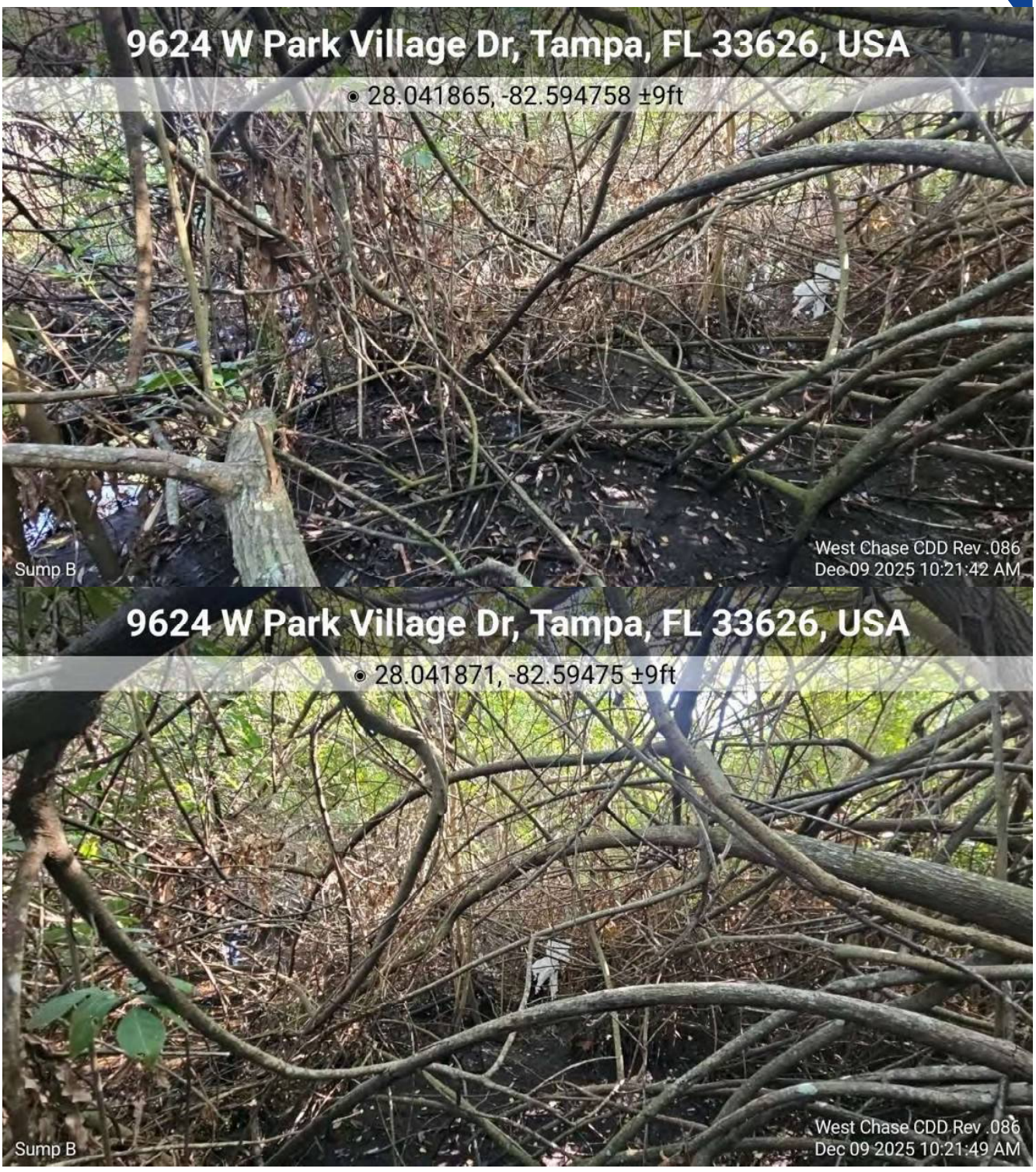
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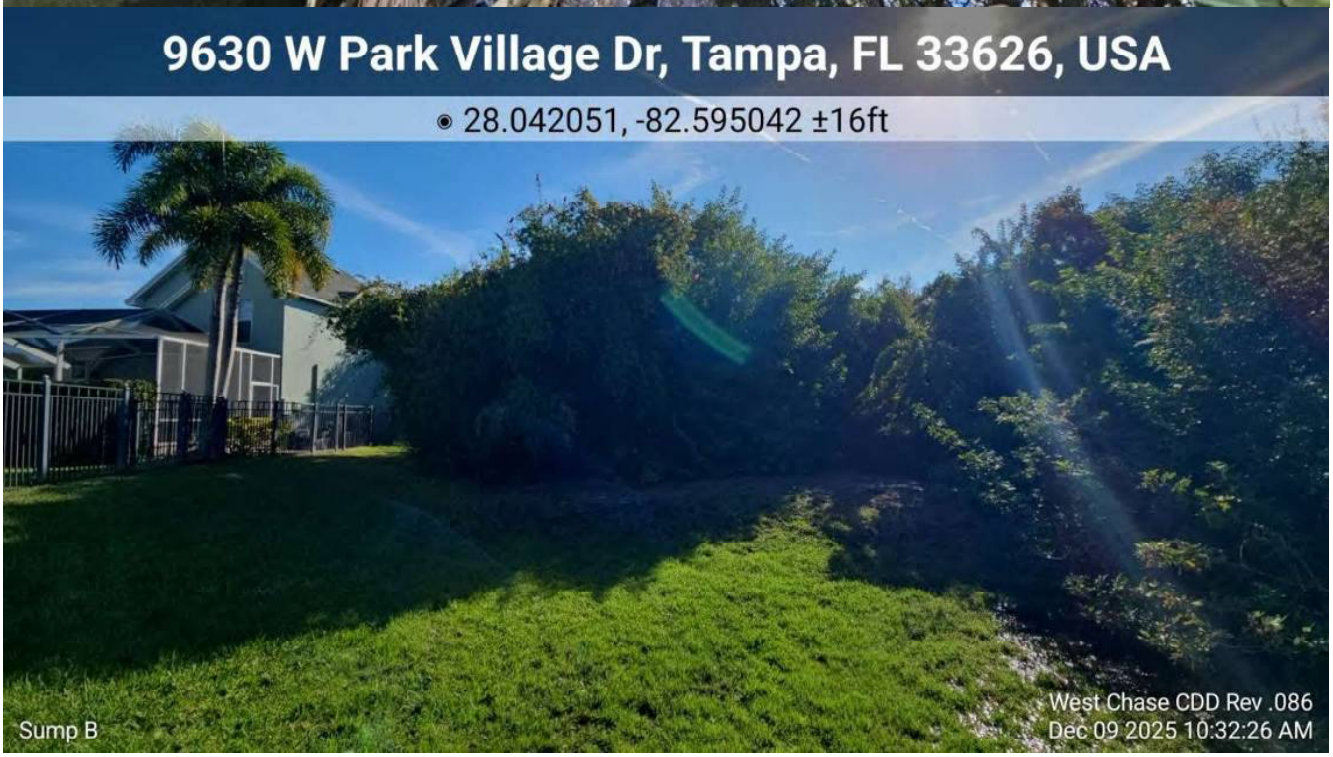
9630 W Park Village Dr, Tampa, FL 33626, USA
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Dec 09 2025 10:32:26 AM

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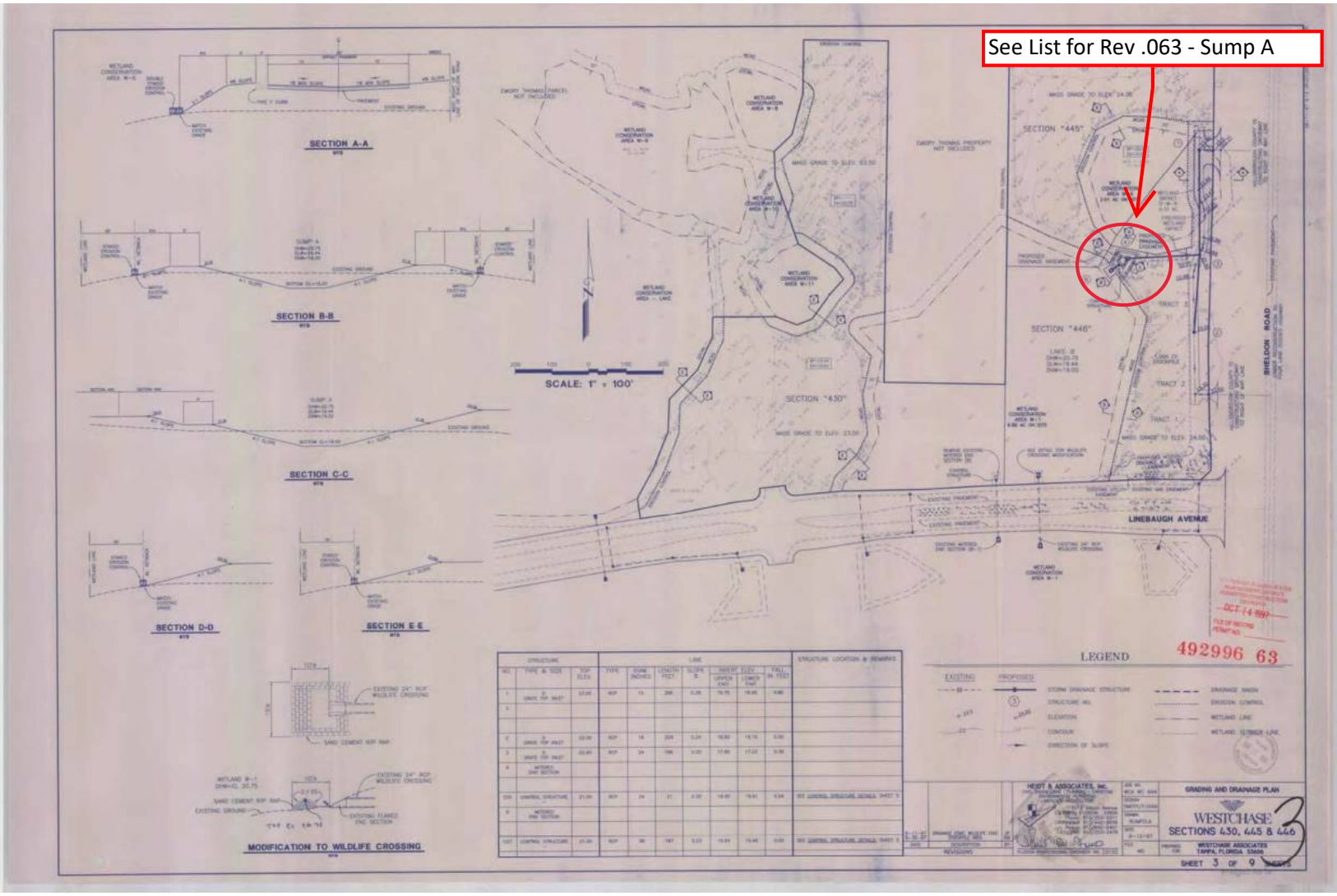
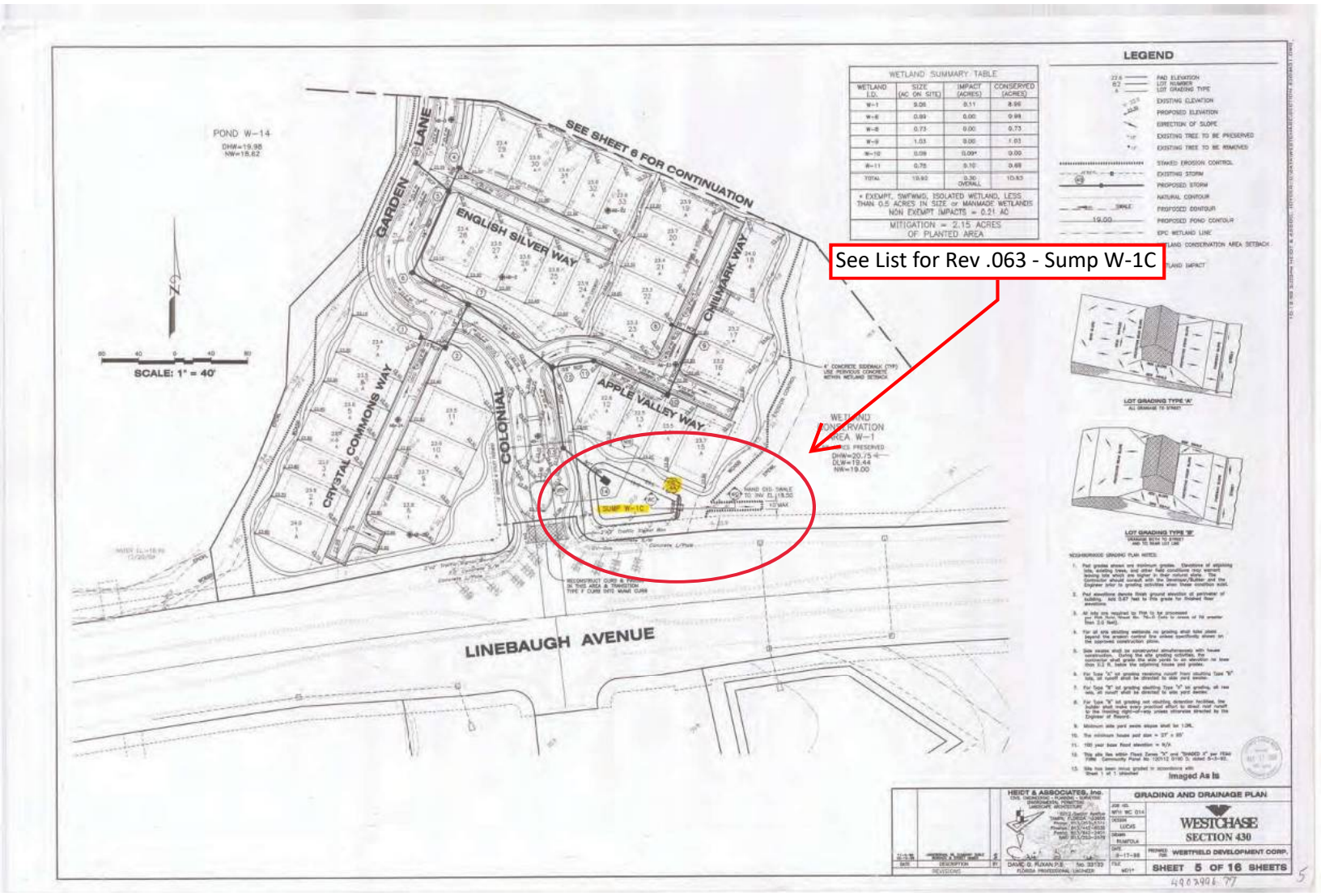
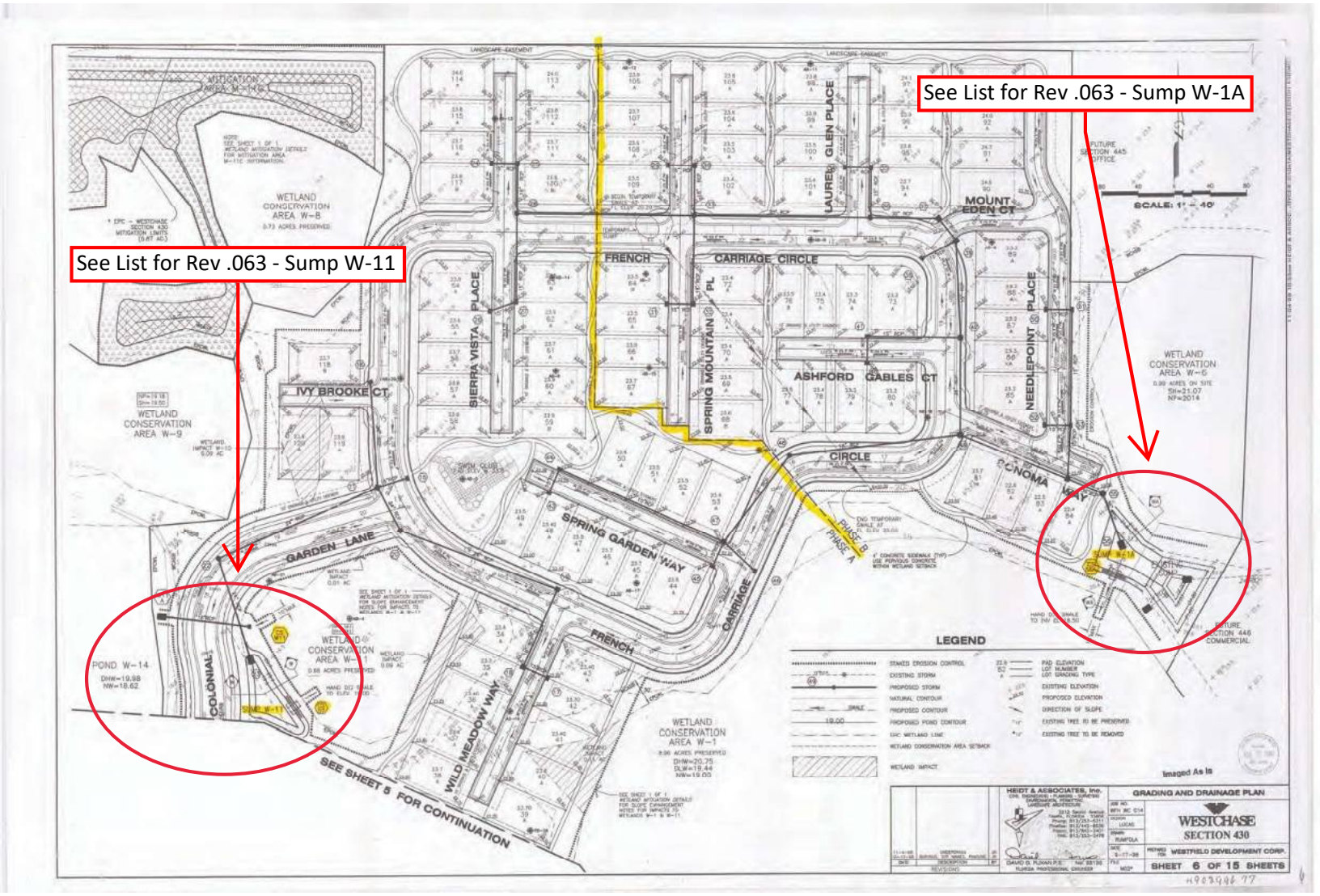
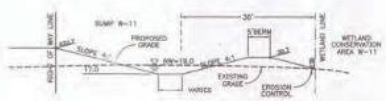

See List for Rev .063 - Sump A
SECTION A-A
SECTION B-B
SECTION C-C
SECTION D-D
SECTION E-E
MODIFICATION TO WILDLIFE CROSSING
SCALE: 1" = 100'
SECTION "445"
SECTION "446"
SECTION "430"
LINEBAUGH AVENUE
SHELDON ROAD
LEGEND
492996 63
GRADING AND DRAINAGE PLAN
WESTCHASE
SECTIONS 430, 445 & 446
SHEET 3 OF 9

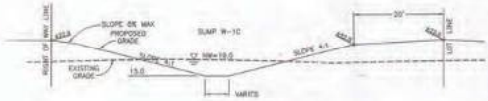

See List for Rev .063 - Sump W-1C
SEE SHEET 6 FOR CONTINUATION
POND W-14
DHW=19.98
NW=18.62
GARDEN LANE
ENGLISH SILVER WAY
CHILMARK WAY
APPLE VALLEY WAY
COLONIAL
CRYSTAL COMMONS WAY
LINEBAUGH AVENUE
SUMP W-1C
WETLAND CONSERVATION AREA W-1
DHW=20.75
DLW=19.44
NW=19.00
SCALE: 1" = 40'
WETLAND SUMMARY TABLE
LEGEND
LOT GRADING TYPE 'A'
LOT GRADING TYPE 'B'
Imaged As Is
HEIDT & ASSOCIATES, Inc.
GRADING AND DRAINAGE PLAN
WESTCHASE
SECTION 430
WESTFIELD DEVELOPMENT CORP.
SHEET 5 OF 16 SHEETS


See List for Rev .063 - Sump W-1A
See List for Rev .063 - Sump W-11
WETLAND CONSERVATION AREA W-6
WETLAND CONSERVATION AREA W-8
WETLAND CONSERVATION AREA W-9
WETLAND CONSERVATION AREA W-1
WETLAND CONSERVATION AREA W-11
POND W-14
LAUREL GLEN PLACE
MOUNT EDEN CT
FRENCH
CARRIAGE CIRCLE
SIERRA VISTA PLACE
SPRING MOUNTAIN PL
NEEDLEPOINT PLACE
ASHFORD GABLES CT
IVY BROOKE CT
SPRING GARDEN WAY
GARDEN LANE
COLONIAL
WILD MEADOW WAY
SONOMA
CIRCLE
PHASE B
PHASE A
SEE SHEET 5 FOR CONTINUATION
SCALE: 1" = 40'
LEGEND
GRADING AND DRAINAGE PLAN
WESTCHASE
SECTION 430
SHEET 6 OF 15 SHEETS
Imaged As Is

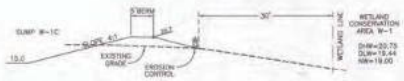


SECTION W-W

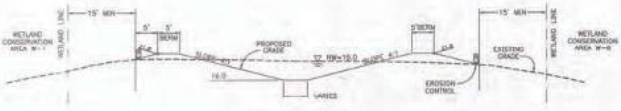
SECTION W-W



SECTION WB-WB



SECTION WC-WC



SECTION WA-WA

STRUCTURE NO.	STRUCTURE TYPE & SIZE	STRUCTURE TOP ELEV.	LINE TYPE	LINE DIAM. INCHES	LINE LENGTH FEET	LINE SLOPE %	LINE INVERT ELEV. UPPER END	LINE INVERT ELEV. LOWER END	LINE FALL IN FEET	STRUCTURE LOCATION & REMARKS
1	CURB INLET	22.08	RCP	15	28	0.34	18.70	18.60	0.10	2'-6" X 4'-0" BOX
2	CURB INLET	22.08	RCP	18	33	0.38	18.50	18.30	0.20	4'-0" X 4'-0" BOX
3	CURB INLET	22.17	RCP	15	48	0.42	18.70	18.50	0.20	2'-6" X 4'-0" BOX
4	CURB INLET	22.08	RCP	15	28	0.69	18.70	18.60	0.10	2'-6" X 4'-0" BOX
5	CURB INLET	22.08	RCP	18	98	0.21	18.40	18.20	0.20	4'-0" X 4'-0" BOX
6	P MANHOLE	±22.7	RCP	18	72	0.28	18.20	18.00	0.20	
7	CURB INLET	22.18	RCP	24	117	0.17	17.90	17.80	0.10	4'-0" X 4'-0" BOX
8	CURB INLET	22.08	RCP	15	28	0.34	18.70	18.60	0.10	2'-6" X 4'-0" BOX
9	CURB INLET	22.08	RCP	15	72	0.28	18.40	18.40	0.00	2'-6" X 4'-0" BOX
10	CURB INLET	22.34	RCP	18	44	0.23	18.30	18.10	0.20	4'-0" X 4'-0" BOX
11	P MANHOLE	±22.7	RCP	18	44	0.23	18.10	18.00	0.10	
12	CURB INLET	22.48	RCP	30	66	0.11	17.40	17.30	0.10	4'-0" X 4'-0" BOX
13	MANHOLE	22.0	RCP	30	31	0.19	17.90	17.80	0.10	
14	MITERED END SECTION									
15	CURB INLET	22.08	RCP	15	38	0.34	18.70	18.60	0.10	2'-6" X 4'-0" BOX
16	CURB INLET	22.28	RCP	18	118	0.34	19.00	18.60	0.40	2'-6" X 4'-0" BOX
17	CURB INLET	22.08	RCP	15	28	0.34	18.70	18.60	0.10	2'-6" X 4'-0" BOX
18	CURB INLET	22.08	RCP	18	81	0.25	18.50	18.30	0.20	4'-0" X 4'-0" BOX
19	CURB INLET	22.31	RCP	18	101	0.22	18.30	17.90	0.40	4'-0" X 4'-0" BOX
20	CURB INLET	22.18	RCP	18	5+	0.19	17.90	17.80	0.10	4'-0" X 4'-0" BOX
21	CURB INLET	22.08	RCP	24	184	0.10	17.60	17.40	0.20	4'-0" X 4'-0" BOX
22	P MANHOLE	22.60	RCP	24	112	0.18	17.40	17.20	0.20	
23	MITERED END SECTION									
24	CURB INLET	22.38	RCP	15	28	0.34	19.00	18.60	0.15	2'-6" X 4'-0" BOX
25	CURB INLET	22.38	RCP	15	56	0.36	18.80	18.60	0.20	2'-6" X 4'-0" BOX
26	CURB INLET	22.38	RCP	15	31	0.32	18.80	18.80	0.10	2'-6" X 4'-0" BOX
27	CURB INLET	22.38	RCP	15	88	0.31	18.60	18.60	0.30	2'-6" X 4'-0" BOX
28	P MANHOLE	±22.6	RCP	24	198	0.10	18.40	18.20	0.20	PHASE 430A – CONSTRUCT 130LF 24" RCP PHASE 430B – TIE TO STR 32
29										
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56										
W-1	CONTROL STRUCTURE	–	RCP	18	88	0.21	14.70	14.50	0.20	
W-1A	MITERED END SECTION									CONSTRUCT REF SWF SUMP

STRUCTURE NO.	STRUCTURE TYPE & SIZE	STRUCTURE TOP ELEV.	LINE TYPE	LINE DIAM. INCHES	LINE LENGTH FEET	LINE SLOPE %	LINE INVERT ELEV. UPPER END	LINE INVERT ELEV. LOWER END	LINE FALL IN FEET	STRUCTURE LOCATION & REMARKS
29	CURB INLET	22.08	RCP	15	28	0.34	18.70	18.60	0.10	2'-6" X 4'-0" BOX
30	CURB INLET	22.08	RCP	18	58	0.28	18.50	18.30	0.20	4'-0" X 4'-0" BOX
31	CURB INLET	22.08	RCP	15	28	0.34	18.70	18.60	0.10	2'-6" X 4'-0" BOX
32	CURB INLET	22.08	RCP	18	98	0.21	18.50	18.30	0.20	4'-0" X 4'-0" BOX
33	P MANHOLE	±22.4	RCP	30	198	0.10	18.00	17.80	0.20	
34	CURB INLET	22.08	RCP	15	28	0.34	18.70	18.60	0.10	2'-6" X 4'-0" BOX
35	CURB INLET	22.08	RCP	15	58	0.34	18.60	18.30	0.30	4'-0" X 4'-0" BOX
36	CURB INLET	22.08	RCP	30	77	0.12	17.80	17.70	0.10	
37	CURB INLET	22.08	RCP	30	28	0.34	17.70	17.60	0.10	3'-0" X 4'-0" BOX
38										
39										
40	CURB INLET	22.08	RCP	15	28	0.34	18.70	18.60	0.10	2'-6" X 4'-0" BOX
41	CURB INLET	22.08	RCP	15	102	0.28	18.40	18.30	0.30	2'-6" X 4'-0" BOX
42	CURB INLET	22.32	RCP	36	109	0.10	17.10	17.00	0.10	4'-0" X 4'-0" BOX
43	CURB INLET	22.08	RCP	15	28	0.34	18.70	18.60	0.10	2'-6" X 4'-0" BOX
44	CURB INLET	22.08	RCP	15	168	0.30	18.80	18.60	0.60	2'-6" X 4'-0" BOX
45	CURB INLET	22.08	RCP	15	28	0.34	18.70	18.60	0.10	2'-6" X 4'-0" BOX
46	CURB INLET	22.17	RCP	15	45	0.44	18.70	18.50	0.20	2'-6" X 4'-0" BOX
47	CURB INLET	22.04	RCP	18	130	0.38	17.66	17.60	0.06	4'-0" X 4'-0" BOX
48	P MANHOLE	±23.7	RCP	18	190	0.31	17.40	17.20	0.40	PHASE 430A – CONSTRUCT 40 LF 18" RCP PHASE 430B – TIE TO STR 99
49	P MANHOLE	±22.7	RCP	36	107	0.19	17.00	16.80	0.20	
50	CURB INLET	22.08	RCP	15	28	0.34	18.70	18.60	0.10	2'-6" X 4'-0" BOX
51	CURB INLET	22.04	RCP	18	130	0.31	18.60	18.20	0.40	2'-6" X 4'-0" BOX
52	CURB INLET	22.08	RCP	15	28	0.34	18.70	18.60	0.10	2'-6" X 4'-0" BOX
53	CURB INLET	22.08	RCP	15	58	0.62	18.20	17.60	0.30	2'-6" X 4'-0" BOX
54	CURB INLET	22.20	RCP	36	45	0.24	16.80	16.70	0.10	4'-0" X 4'-0" BOX
55	MANHOLE	22.50	RCP	36	46	0.32	15.10	15.00	0.10	
56	MITERED END SECTION									

NO.	DATE	DESCRIPTION	BY
	10-12-98	PHASING – STR 28 & STR 46	JR

HEIDT & ASSOCIATES, INC.
CIVIL ENGINEERING · PLANNING · SURVEYING
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(800) 877-6041
Fax: (813) 253-2478

DAVID S. FURAN P.E. No. 33133
FLORIDA PROFESSIONAL ENGINEER

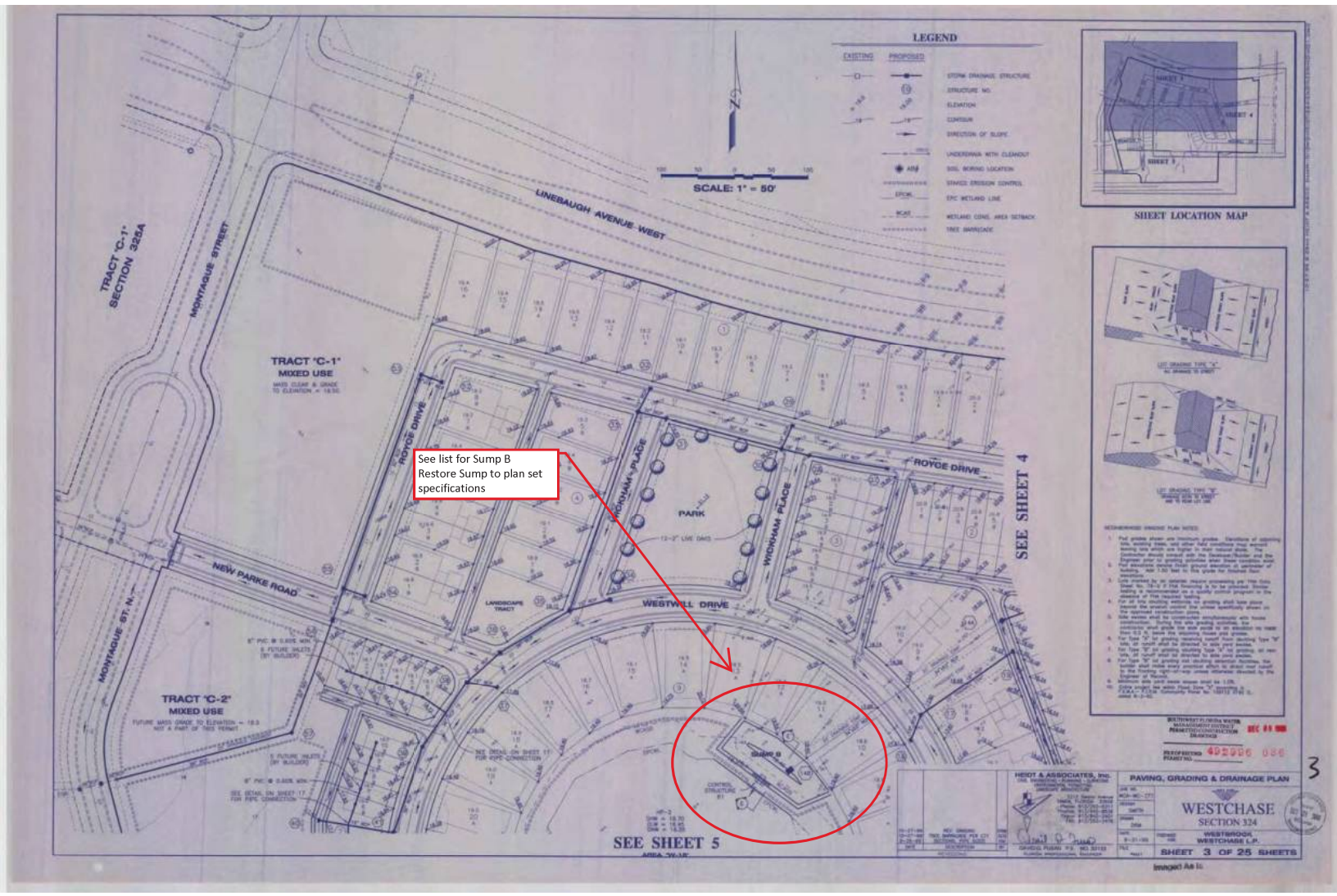
STRUCTURE DATA & POND SECTIONS

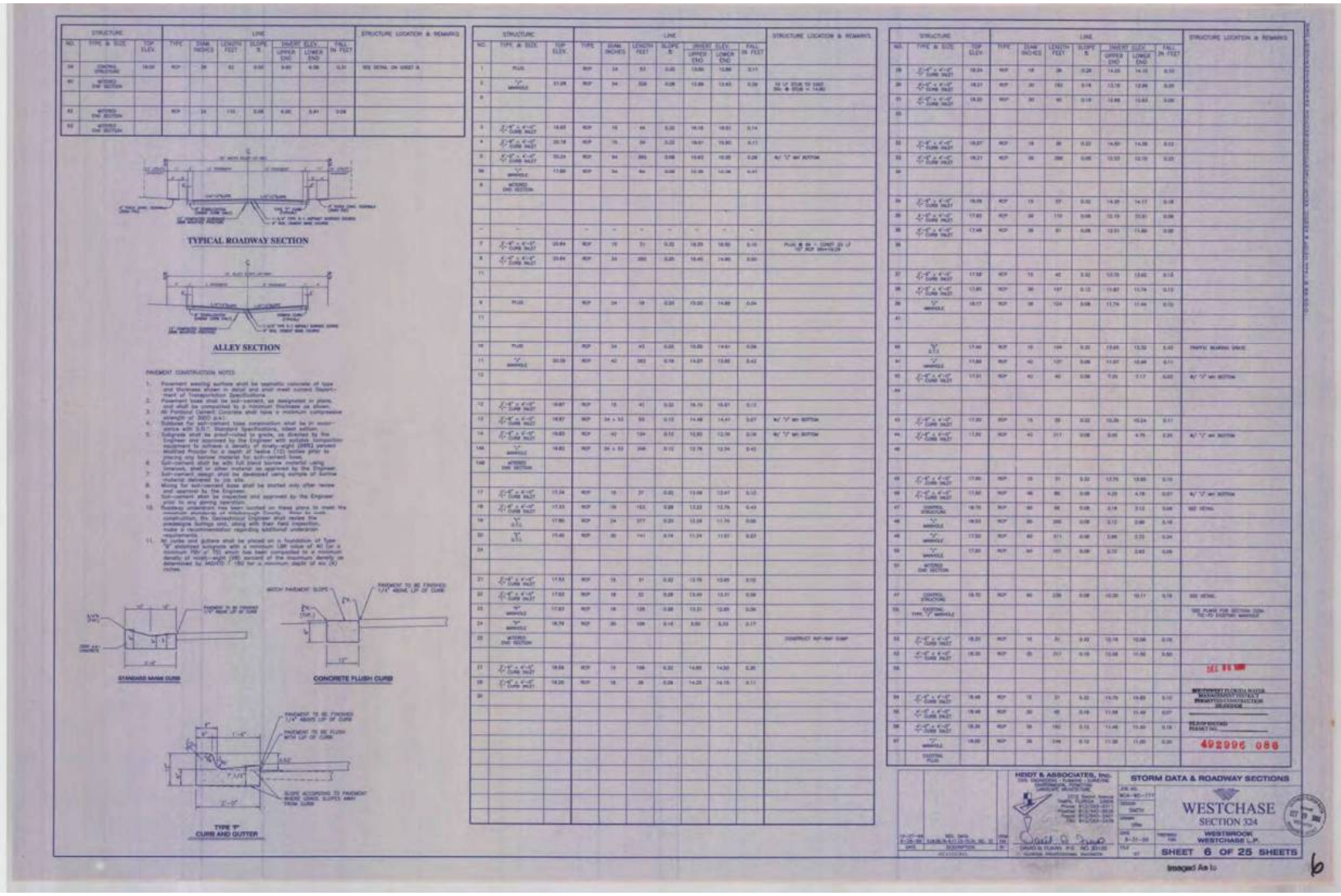
Imaged As Is

WESTCHASE
SECTION 430

JOB NO. 9814.00
DESIGN LUCAS
DRAWN RUMPOLA
DATE 9-17-98
PREPARED FOR WESTFIELD DEVELOPMENT
FILE
SHEET 7 OF 15 SHEETS

M0029997


LEGEND
EXISTING
PROPOSED
SCALE: 1" = 50'
SHEET LOCATION MAP
LINEBAUGH AVENUE WEST
TRACT 'C-1'
SECTION 323A
MONTAGUE STREET
TRACT 'C-1'
MIXED USE
ROYCE DRIVE
See list for Sump B
Restore Sump to plan set
specifications
WORNHAM PLACE
PARK
SEE SHEET 4
NEW PARKE ROAD
WESTWELL DRIVE
MONTAGUE ST. N.
TRACT 'C-2'
MIXED USE
SEE SHEET 5
HEIDT & ASSOCIATES, Inc.
PAVING, GRADING & DRAINAGE PLAN
WESTCHASE
SECTION 324
WESTBROOK
WESTCHASE L.P.
SHEET 3 OF 25 SHEETS



TYPICAL ROADWAY SECTION

ALLEY SECTION

PAVEMENT CONSTRUCTION NOTES

1. Pavement wearing surface shall be asphaltic concrete of type and thickness shown in detail and shall meet current Department of Transportation Specifications.
2. Pavement base shall be soil-cement, as designated on plans, and shall be compacted to a minimum thickness as shown.
3. All Portland Cement Concrete shall have a minimum compressive strength of 3000 p.s.i.
4. Subbase for soil-cement base construction shall be in accordance with S.R.T. Standard Specifications, latest edition.
5. Subgrade shall be proof-rolled in grade, as directed by the Engineer and approved by the Engineer with suitable compaction equipment to achieve a density of ninety-eight (98%) percent Modified Proctor for a depth of twelve (12) inches prior to placing any borrow material for soil-cement base.
6. Soil-cement shall be with full blend borrow material using limerock, shell or other material as approved by the Engineer.
7. Soil-cement design shall be developed using sample of borrow material delivered to job site.
8. Mixing for soil-cement base shall be started only after review and approval by the Engineer.
9. Soil-cement shall be inspected and approved by the Engineer prior to any paving operation.
10. Roadway underdrain has been located on these plans to meet the minimum standards of Hillsborough County. Prior to road construction, the Geotechnical Engineer shall review the predesign borings and, along with their field inspection, make a recommendation regarding additional underdrain requirements.
11. All curbs and gutters shall be placed on a foundation of Type "B" stabilized subgrade with a minimum LBR value of 40 (or a minimum PBV of 70) which has been compacted to a minimum density of ninety-eight (98) percent of the maximum density as determined by AASHTO T-180 for a minimum depth of six (6) inches.

STANDARD MANX CURB

CONCRETE FLUSH CURB

TYPE "F" CURB AND GUTTER

STRUCTURE NO.	STRUCTURE TYPE & SIZE	TOP ELEV.	LINE TYPE	SIZE INCHES	LENGTH FEET	SLOPE %	INVERT ELEV. UPPER END	INVERT ELEV. LOWER END	FALL IN FEET	STRUCTURE LOCATION & REMARKS
1	PLUG		RCP	24	53	0.00	13.69	13.69	0.00	
2	"V" INWELL	21.08	RCP	24	328	0.08	13.69	13.43	0.26	10 LF STUB TO END SEE ● STUB = 14.80
3										
4										
5	2'-0" x 4'-0" CURB INLET	19.63	RCP	18	44	0.32	16.18	16.01	0.14	
6	2'-0" x 4'-0" CURB INLET	20.18	RCP	15	34	0.32	16.61	16.50	0.11	
7	2'-0" x 4'-0" CURB INLET	20.24	RCP	24	260	0.08	13.63	13.20	0.26	W/ "V" WY BOTTOM
8A	"V" INWELL	17.68	RCP	24	84	0.08	12.38	12.36	0.02	
8	MITERED END SECTION									
9	2'-0" x 4'-0" CURB INLET	20.84	RCP	18	31	0.32	16.25	16.50	0.10	PLUG @ 24 = CONST 20 LF 12" RCP SW=14.29
9A	2'-0" x 4'-0" CURB INLET	20.84	RCP	24	260	0.25	16.40	14.90	0.65	
11										
9	PLUG		RCP	24	18	0.33	13.00	14.60	0.06	
11										
10	PLUG		RCP	24	43	0.33	13.00	14.61	0.06	
11	"V" INWELL	20.09	RCP	42	382	0.16	14.07	13.82	0.42	
12										
12	2'-0" x 4'-0" CURB INLET	19.87	RCP	15	41	0.32	16.10	16.01	0.13	
13	2'-0" x 4'-0" CURB INLET	19.87	RCP	24 x 33	50	0.13	14.48	14.41	0.07	W/ "V" WY BOTTOM
14	2'-0" x 4'-0" CURB INLET	19.83	RCP	42	134	0.13	13.83	13.39	0.18	W/ "V" WY BOTTOM
14A	"V" INWELL	19.83	RCP	24 x 33	246	0.13	13.79	13.34	0.43	
14B	MITERED END SECTION									
17	2'-0" x 4'-0" CURB INLET	17.24	RCP	18	31	0.32	13.08	13.47	0.10	
18	2'-0" x 4'-0" CURB INLET	17.53	RCP	18	153	0.28	13.23	12.79	0.43	
19	"V" INWELL	17.86	RCP	24	277	0.20	12.29	11.74	0.55	
20	"V" INWELL	17.46	RCP	30	141	0.14	11.24	11.01	0.23	
24										
21	2'-0" x 4'-0" CURB INLET	17.53	RCP	15	31	0.32	13.19	13.48	0.10	
22	2'-0" x 4'-0" CURB INLET	17.53	RCP	18	32	0.28	13.40	13.31	0.09	
23	"V" INWELL	17.63	RCP	18	135	0.28	13.31	12.93	0.38	
24	"V" INWELL	18.74	RCP	30	108	0.14	9.80	9.33	0.17	
25	MITERED END SECTION									CONSTRUCT RCP-WAY CURB
27	2'-0" x 4'-0" CURB INLET	18.64	RCP	15	106	0.32	14.85	14.50	0.35	
28	2'-0" x 4'-0" CURB INLET	18.30	RCP	18	28	0.04	14.25	14.15	0.11	
29										

STRUCTURE NO.	STRUCTURE TYPE & SIZE	TOP ELEV.	LINE TYPE	SIZE INCHES	LENGTH FEET	SLOPE %	INVERT ELEV. UPPER END	INVERT ELEV. LOWER END	FALL IN FEET	STRUCTURE LOCATION & REMARKS
29	2'-0" x 4'-0" CURB INLET	18.24	RCP	18	28	0.28	14.25	14.15	0.10	
30	2'-0" x 4'-0" CURB INLET	18.21	RCP	24	183	0.14	13.19	12.94	0.25	
31	2'-0" x 4'-0" CURB INLET	18.20	RCP	30	95	0.14	12.99	12.83	0.09	
33										
32	2'-0" x 4'-0" CURB INLET	18.07	RCP	18	30	0.33	14.80	14.56	0.10	
33	2'-0" x 4'-0" CURB INLET	18.21	RCP	36	288	0.08	13.33	13.10	0.23	
34										
35	2'-0" x 4'-0" CURB INLET	18.05	RCP	15	57	0.32	14.35	14.17	0.18	
36	2'-0" x 4'-0" CURB INLET	17.83	RCP	24	110	0.08	13.13	13.01	0.08	
36	2'-0" x 4'-0" CURB INLET	17.48	RCP	36	81	0.08	12.91	12.84	0.07	
38										
37	2'-0" x 4'-0" CURB INLET	17.58	RCP	15	42	0.32	13.75	13.62	0.13	
38	2'-0" x 4'-0" CURB INLET	17.85	RCP	24	107	0.13	13.67	13.74	0.13	
39	"V" INWELL	18.17	RCP	36	124	0.08	13.74	17.64	0.10	
41										
40	"V" INWELL	17.46	RCP	15	104	0.32	13.65	13.32	0.43	
41	"V" INWELL	17.68	RCP	42	107	0.08	11.07	10.99	0.11	
42	2'-0" x 4'-0" CURB INLET	17.51	RCP	42	42	0.08	7.05	7.17	0.02	W/ "V" WY BOTTOM
44										
43	2'-0" x 4'-0" CURB INLET	17.20	RCP	15	20	0.32	10.35	10.24	0.11	
44	2'-0" x 4'-0" CURB INLET	17.20	RCP	42	217	0.08	5.00	4.75	0.26	W/ "V" WY BOTTOM
46										
45	2'-0" x 4'-0" CURB INLET	17.89	RCP	15	31	0.32	13.71	13.60	0.10	
46	2'-0" x 4'-0" CURB INLET	17.60	RCP	48	86	0.08	4.20	4.13	0.07	W/ "V" WY BOTTOM
47	CONTROL STRUCTURE	18.70	RCP	60	88	0.08	3.19	3.12	0.08	SEE DETAIL
48	MANHOLE	18.03	RCP	60	205	0.08	3.12	2.96	0.16	
48	"V" INWELL	17.82	RCP	60	311	0.08	2.89	2.72	0.24	
50	"V" INWELL	17.89	RCP	60	107	0.08	2.72	2.63	0.09	
51	MITERED END SECTION									
47	CONTROL STRUCTURE	18.70	RCP	60	238	0.08	10.20	10.11	0.19	SEE DETAIL
52	EXISTING TYPE "J" MANHOLE									SEE PLANS FOR SECTION TIE-IN EXISTING MANHOLE
53	2'-0" x 4'-0" CURB INLET	18.23	RCP	15	31	0.32	13.14	13.04	0.10	
53	2'-0" x 4'-0" CURB INLET	18.05	RCP	36	211	0.19	13.68	11.56	0.52	
55										
54	2'-0" x 4'-0" CURB INLET	18.48	RCP	15	31	0.32	14.79	14.69	0.10	
55	2'-0" x 4'-0" CURB INLET	18.48	RCP	30	45	0.19	11.58	11.49	0.07	
56	2'-0" x 4'-0" CURB INLET	18.28	RCP	18	182	0.13	11.46	11.34	0.13	
57	MANHOLE	18.00	RCP	36	144	0.13	11.38	11.20	0.20	
	EXISTING PLUG									

HEIDT & ASSOCIATES, Inc.
DAVID S. FLAHIFF P.E. NO. 39105

STORM DATA & ROADWAY SECTIONS

WESTCHASE
SECTION 324

WESTBROOK
WESTCHASE L.P.

SHEET 6 OF 25 SHEETS

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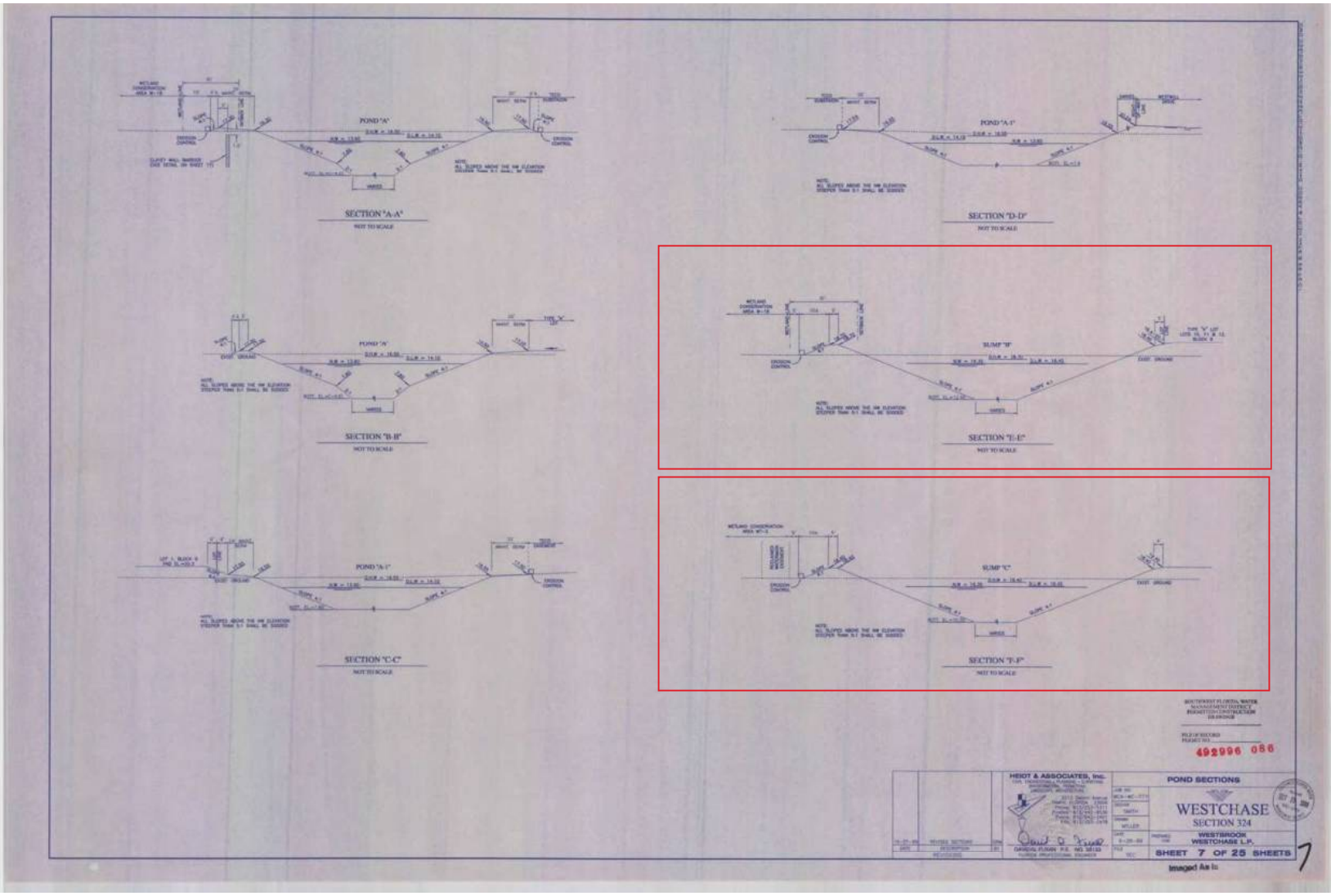
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POND 'A'
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NOT TO SCALE
SUMP 'B'
SECTION "E-E"
NOT TO SCALE
POND 'A-1'
SECTION "C-C"
NOT TO SCALE
SUMP 'C'
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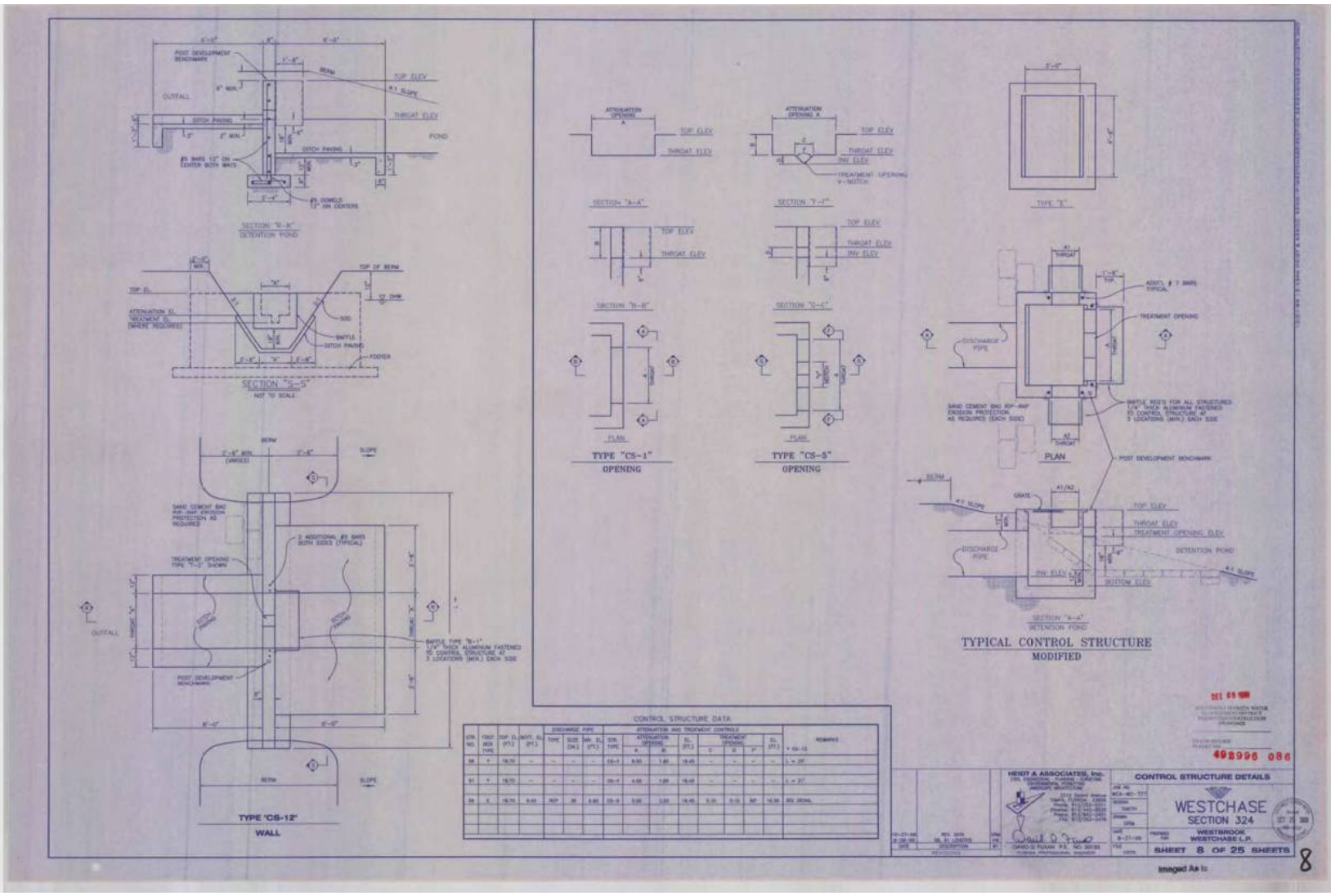
HEIDT & ASSOCIATES, Inc.
POND SECTIONS
WESTCHASE
SECTION 324
WESTBROOK
WESTCHASE L.P.
SHEET 7 OF 25 SHEETS
7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TYPE "X"
PLAN
SECTION "A-A"
DETENTION POND
TYPICAL CONTROL STRUCTURE
MODIFIED
CONTROL STRUCTURE DATA
CONTROL STRUCTURE DETAILS
HEXIT & ASSOCIATES, Inc.
WESTCHASE
SECTION 324
WESTBROOK
WESTCHASE L.P.
SHEET 8 OF 25 SHEETS

EXHIBIT B
Contractor's Proposal

East End Landscape

Project Name: SOI Deficiency Project - Complete Package

Location: Tampa, Florida
Client: Westchase CDD
Date: February 19, 2026
Total Proposal Price (Complete Package): $103,500.00
Includes Owner-Required Performance Bond.

Scope Limitation Statement

This proposal is specifically limited to corrective maintenance and restoration work at the stormwater facilities listed herein only, including designated stormwater sumps, control structures, and pond outfall locations. No other ponds, sumps, outfalls, stormwater facilities, or infrastructure are included unless expressly stated herein or authorized by written change order.

Project Understanding

East End Landscape understands the scope of work consists of corrective maintenance and restoration activities required to address deficiencies identified during recent SOI inspections at multiple stormwater facilities within the Westchase HOA/CDD.

The intent of this work is to restore stormwater conveyance, stabilize embankments and outlet structures, remove accumulated sediment and debris, and return the identified facilities to functional conditions consistent with permitted design intent. All work is proposed to be executed as a **single, continuous operation under one mobilization**, allowing for efficient sequencing, shared equipment deployment, and reduced operational redundancy across locations.

Scope of Work

East End Landscape shall furnish all labor, materials, equipment, and supervision necessary to complete the stormwater corrective maintenance and restoration work described below.

Stormwater Sump B • Remove accumulated sediment, muck, debris, and vegetation to restore sump capacity.

- Clear and clean existing control structures, inlets, outlets, and associated stormwater infrastructure.
- Restore stormwater conveyance to allow unobstructed flow through the facility.
- Furnish and install 6–12-inch riprap with nonwoven geotextile fabric at outlet and structure interfaces where erosion is observed.
- Regrade disturbed sump banks to achieve stable slopes consistent with adjacent conditions.
- Install sod on exposed and disturbed areas.
- Final grading, stabilization, and site cleanup.

Stormwater Sump A / W-1A

- Remove stumps, debris, and accumulated sediment within Stormwater Sump A / W-1A to address observed deficiencies.
- Clear vegetation, debris, and sediment in and around existing control structures and stormwater infrastructure.
- Clean and restore observable MES/FES piping, curb inlets, and ditch-bottom inlets.
- Restore stormwater conveyance into and out of the sump.
- Furnish and install 6–12-inch riprap with nonwoven geotextile fabric around structures where erosion is observed, generally extending approximately 4–6 feet from structure footprints.
- Regrade disturbed sump banks to achieve stable slopes.
- Install sod on exposed and disturbed areas.
- Replace one (1) aluminum skimmer.
- Final grading, stabilization, and cleanup.

Stormwater Sump W-1C

- Perform sediment excavation and removal to restore sump capacity.
- Reuse excavated materials onsite where feasible and export excess material as required.
- Perform localized clear and grub above the water table.
- Clean and restore stormwater structures and conveyance features.
- Furnish and install 6–12-inch riprap with nonwoven geotextile fabric at outlets and around structures.
- Regrade sump banks and disturbed areas to restore stable slopes.
- Install sod on disturbed areas.
- Replace one (1) aluminum skimmer.
- Final grading and site cleanup.

Stormwater Sump W-11 & Control Structure CS-W11

- Perform base sump corrective maintenance including sediment and debris removal.
- Clean and restore Control Structure **CS-W11**.
- Hand-excavate and restore conveyance swale as required to reestablish positive drainage.
- Regrade disturbed areas and stabilize slopes.
- Install sod on disturbed areas.
- Final grading and site cleanup.

Pond W-11 – Outfall & Embankment Repair

- Remove and dispose of existing Flexamat armoring at the pond outfall.
- Repair and stabilize the riprap outlet structure.
- Regrade and repair embankment areas as required.
- Restore approximately 1,000 square feet of St. Augustine sod.
- Final grading and site cleanup.

Inclusions

- All labor, materials, equipment, and supervision required to complete the scope described herein.
- Sediment, debris, and vegetation removal at all listed stormwater facilities.
- Installation of riprap and nonwoven geotextile fabric as specified.
- Grading, stabilization, and sod installation in disturbed areas.
- Furnish and provide Performance Bond in favor of Westchase CDD for the full contract amount.
- Includes surety premium, underwriting, and administrative coordination.
- **One (1) mobilization** for all listed locations under a continuous work sequence.
- Normal site housekeeping during active work.
- Compliance with applicable safety standards and project requirements.

Quantity Limits & Change Order Provisions

Pricing is based on site conditions and quantities reasonably observable at the time of inspection. Excavation depth, disposal quantities, riprap placement limits, and restoration quantities are based on observed conditions only. Any concealed conditions, differing site conditions, or directives requiring work beyond what is reasonably necessary to correct observed deficiencies at the listed stormwater facilities shall be considered additional work and addressed through a written change order prior to execution.

Exclusions

The following items are expressly excluded unless authorized by written change order:

- Environmental permitting, monitoring, testing, or reporting.
- Groundwater control, full dewatering systems, or continuous pumping operations.
- Turbidity curtains, turbidity barriers, floc logs, polymer treatment, or water quality controls.
- Surveying, layout, or elevation certification.
- Utility relocation or repair of unidentified utilities.
- Irrigation system modifications beyond incidental disturbance repair.
- Concrete, asphalt, or hardscape restoration beyond minor surface disturbance.
- Maintenance, watering, or replacement of sod after installation.
- Work outside the limits of the listed stormwater facilities.
- Any scope item not expressly described herein.

Assumptions & Clarifications

- Limited incidental pumping using portable trash pump(s) may be utilized solely to facilitate construction activities; this does not constitute groundwater control or full dewatering.
- Work will be performed during normal daytime hours.
- Adequate site access for construction equipment will be provided.
- All work is assumed to be completed under a single, continuous mobilization and equipment deployment.
- Weather delays or delays caused by others may affect the project schedule.

Terms & Conditions

- 50% deposit required prior to commencement of work; balance due within 15 days of completion.
- Late payments are subject to a 2% monthly finance charge.
- Returned check fee: $30; 3% credit card processing fee.
- Utility locate services will be contacted; Owner/CDD is responsible for identifying private utilities.
- East End Landscape is not responsible for damage caused by unmarked utilities.
- Proposal valid for 30 days and subject to material cost fluctuations.
- One (1) year limited warranty on labor and materials if properly maintained.

Base Scope - Complete Package: $99,500.00
Performance Bond (Owner-Required): $4,000.00

Total Proposal Price - Complete Package: $103,500.00

Acceptance of Proposal

By signing below, the Owner authorizes East End Landscape to proceed with the work described under the terms and pricing stated above.

Accepted By: _____
Title: _____
Date: _____

EXHIBIT C

Nongovernmental Entity Human Trafficking Affidavit
Section 787.06(14), *Florida Statutes*

I, the undersigned, am an authorized officer or representative of East End Landscape & Lawn Maintenance LLC, a Florida limited liability corporation, and I attest that East End Landscape & Lawn Maintenance LLC, does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Under penalty of perjury, I hereby declare and affirm that the above-stated facts are true and correct.

FURTHER AFFIANT SAYETH NOT.

EAST END LANDSCAPE AND LAWN MAINTENANCE LLC, a Florida limited liability corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

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FURTHER AFFIANT SAYETH NOT.

EAST END LANDSCAPE AND LAWN MAINTENANCE LLC, a Florida limited liability corporation

By: _____

Name: Ray Pomtl

Title: Owner

Date: 3-9-2026

Contact Information:
Westchase Community Development District, Sherida Cook
9515 Linebaugh Ave.
Tampa FL 33626

Invoicing Address:
Westchase Community Development District, Accounting
9515 Linebaugh Ave.
Tampa FL 33626

Shipping Address:
Westchase Community Development District, Sherida Cook
9515 Linebaugh Ave.
Tampa FL 33626
+18139204268

Quotation # SO24477

Quotation Date:
03/11/2026

Incoterm:
DAP

Salesperson:
John Glenzer

Image	Description	Quantity	Unit Price	Taxes	Amount
	30RPA (Post Height: 10', Mounting: Direct to Post, Finial: FN9-3, Decorative Base: BA3-3, Post Assembly Color: Black) 3" Round Aluminum Post Assembly ***2' in ground***	8.000 Unit(s)	525.00	Exempted Tax (Sale)	$ 4,200.00
	[BP-1824] 14"x20" Aluminum Backplate for 12"x18" Sign	8.000 Unit(s)	62.00	Exempted Tax (Sale)	$ 496.00
	[BP-1218] 14"x8" Aluminum Backplate for 12"x6"	8.000 Unit(s)	37.00	Exempted Tax (Sale)	$ 296.00
	[CBP01-12] 12" Round Concrete Base Protector	8.000 Unit(s)	53.00	Exempted Tax (Sale)	$ 424.00

Delivery

[DEL-PRD] Arete Delivery - no charge, John will deliver	1.000 Unit(s)	0.00	Exempted Tax (Sale)	$ 0.00

Subtotal $ 0.00

Untaxed Amount	$ 5,416.00
Taxes	$ 0.00
Total	$ 5,416.00

TERMS AND CONDITIONS: TERMS: This quotation is subject to acceptance within 30 days from the date of the quotation. Arete Industries must approve all changes, deletions or additions to this proposal and any changes therefore will be reflected in the final invoice. Unless otherwise indicated, prices are FOB Odessa, Florida and shipments will be sent once payment is received in full. Unless otherwise indicated, this quotation does not include applicable sales or other taxes, if any. The status of the agreement shall be deemed to Pasco County, Florida and shall governed by the laws of the State of Florida. If it becomes necessary to institute legal action or use any outside agency to enforce collection of amounts due under this agreement, buyer agrees to reimburse seller for all costs and attorney's fees. PAYMENT: Unless otherwise noted above, a deposit of 50% is required with the signed copy of this agreement. Balance due prior to shipping. Late payments will be assessed a late payment fee of 1.5% per month (18 % annual interest rate) on any unpaid balance.

50% Deposit/Balance Due 15 Days

FREEPORT

FOUNTAINS

1510 KASTNER PLACE SANFORD, FLORIDA 32771
PHONE 407 330-1150 FAX 407 330-3257

Quotation

TO: David – Westchase CDD
Cdd@westchasecdd.com
Fm@westchasecdd.com

RE: West Park Fountain
Control Panel Repairs

FROM: Joel Wolcott

DATE: March 26, 2026

We are pleased to offer our quotation on repairs to the West Park Fountain. Our price of **$8,475.00** includes:

- Furnishing and installing one 10 HP, 200 volt, three phase VFD drive
- Furnishing and installing one WECS III Controller
- Furnishing and installing one NDR-75-24 Power Supply
- Furnishing and installing one DMX510 Demultiplexer
- Programming, start up and adjustment of the WECS Controller and VFD

Any items not specifically included herein are excluded from our scope of work. The work proposed herein is for known repair of the existing equipment and components. In the event that any additional work is discovered to be necessary during the course of the above, we will advise you of it and offer additional pricing as applicable for your approval.

Terms for this proposal are: net due upon completion.

Acceptance of proposal:
The aforementioned prices, terms, and conditions for the above are satisfactory and hereby accepted. Freeport Fountains is authorized to proceed with the work and payment will be made as specified above.

DATE: _____ BY: _____

P.O. # _____ SIGNED: _____

TITLE: _____

Westchase CDD - Pond 120 Dredging Compiled List of Proposals			
Contractor Scope	**Contractor**	**Price**	**Comments**
Dredging equipment will be deployed along the easement with hoses running along the side of the easement from the road to the pond. Bayside Dredging staff will perform a pre-dredge survey to confirm the depths and limits of the dredge area before work begins. The sediment will be dredged hydraulically with sediment pumped via a temporary pipeline into a dewatering truck or container. Pond water levels may be pumped down by Bayside Dredging if needed. The material will be trucked to an upland disposal site provided by the client within 2 miles of the project site located at 9515 W Linebaugh Ave, Tampa. Client is responsible for handling material at this location when dumped. Upon completion of dredging, Bayside Dredging staff will complete a post-dredge survey to confirm depths and total volume of removal. • Removal: 4 feet average depth of sediment/organics from pond • Area: 20 feet wide by 80 feet long • Total estimated volume = not to exceed 300 cubic yards	Bayside Dredging	$87,000.00	Due to contractors window of availability was limited it was agreed to dump the solids at field office to dry and contract to haul off. This was done to maximize the dredge contractors on site work. Please note the following from contractors proposal: ***Bayside Dredging will not be responsible for any damage caused in the normal course of business during dredging operations or removing dredging materials. Bayside Dredging will not be responsible for any Damage caused to landscaping, driveways, concrete patios, electrical wiring, or any other damages caused as a result of the dredging activity. Bayside Dredging will not be liable for damage to seawalls, docks, and/or boat lifts caused by their equipment on this project. Bayside Dredging will exercise due diligence in avoiding such damage. Most of Florida and the Southeast United States has a serious marine wood boring worm problem; therefore, Bayside Dredging will not be responsible for any situation caused by this problem. Bayside Dredging will not be responsible for the settling of any dock or lift***
Install Dura-Deck (or similar) temporary roadway for site access with amphibious Truxor hydraulic dredge unit. Pump material into lined roll off dumpsters, return water to pond via 4" return pump. Estimated dredge depth of 4ft removing appxoimately 355 cyds of solids. A pre- and post-dredge bathymetric survey will be conducted to document capacity prior to dredging and after dredging. Cubic yardage noted above is measured in situ, and will compact in accordance with sediment profile. Assumes unrestricted site access and normal working hours.	A&B Aquatics	$40,876.65	Contractor will remove and dispose of solids from project. Please note the following from contractors proposal: ***Contractor will use its best efforts to preserve the landscaping in and around the Project Site. The area will be left in substantially the same condition as existed prior to the Work being performed. Customer acknowledges and understands that Contractor uses heavy machinery, and that such machinery may cause underlying damage to paved and other prepared surfaces. Contractor shall not be liable for any weight-related damage caused to any driveways, landscaping, and other ground structures.***
Provide all labor, equipment, and materials needed to Hydraulically Dredge approximately 300 cubic yards of sediment from the pond shown on the attached aerial map. The basin is approximately 3,000 square feet and approximately 3 feet of sediment will be hydraulically excavated from the bottom. The sediment will be pumped into geotextile tubing hung on the adjacent pond's slope as shown on the attached aerial. The sediment will be filtered through the geotextile tubing and allowed to dry for transport. The sediment will then be hauled to the road and disposed of offsite. Water may need to be pumped from the adjacent pond if water levels drop from the dredging. All work areas and access easements will be sodded with Bahia Grass upon completion if needed. This cost does not include repairs to sidewalks, trails, concrete, or roadways. Care will be taken to avoid damage to these areas. If damage does occur, a repair estimate will be submitted. The sidewalk and trail will need to closed during the course of this work. This work is expected to take 4 - 6 weeks to complete. The access easement will need to be measured to ensure proper dimensions prior to project commencement.	Crosscreek Environmental	$85,400.00	Contractor will remove and dispose of solids from project; did not provide estimate for sod replacement if sod under sediment bags causes damage to the turf.
Mechanical dredging of approximately 3,700 SF of pond bottom Removal of accumulated muck to an approximate depth of 5–6 feet, or until suitable material is reached Excavation, loading, hauling, and off-site disposal of unsuitable material Final grading of dredged area to promote proper drainage Restoration of disturbed easement areas to existing condition, including placement of St. Augustine sod or specified grass as required This proposal includes removal of up to 600 cubic yards of muck material. Additional material beyond 600 CY will be performed at a unit rate of: $130.00 per cubic yard	EEL	$ 77,500.00	Exclusions Import of clean fill beyond minor grading required for restoration Surveying or elevation certification Dewatering or water treatment systems Environmental permitting or monitoring Rock, debris, or buried obstructions requiring specialized removal Work outside defined dredging limits. ***Will reduce to <u>$72,500</u> if approved as they will not have any mobilization charges due to moving from SOI Deficiency project to this project.***

BAYSIDE DREDGING

Pond Maintenance Agreement

Date: 3/27/2026

Client: West Chase CDD

c/o: Kai Attn: Heather Dilley - heather@hikai.com

2502 Rocky Point Dr. Suite 1000

Tampa, FL 33607

Site Address: 9608 W Park Village Dr.

Tampa, FL 33626

Phone: 269-635-0685 (Kirk) / 813-478-2716 (David site guy)

Email: kwagner@bdiengineers.com / fm@westchasecdd.com

John Schamp
Bayside Dredging LLC
12924 49th St. N
Clearwater, FL 33762
Office: 727-436-5044
Cell: 727-480-6390
Fax: 727-436-5003
john@baysidedredging.com
www.baysidedredging.com

BAYSIDE
DREDGING

Thank you for considering Bayside Dredging for your proposed dredging project. We are pleased to present this proposal for engineering, dredging, and hauling services for your above referenced project.

Pond Maintenance Location:

Scope of Work:

Preliminary analysis of the criteria which you provided results in an estimated sediment removal of the following:

- Removal: 4 feet average depth of sediment/organics from pond
- Area: 20 feet wide by 80 feet long
- Total estimated volume = not to exceed 300 cubic yards

An exhibit is attached indicating the scope of work and is hereby part of this contract. Note it is required to initial all pages of this agreement and the attached exhibit.

Engineering/Permitting Services:

No permits are needed as this is considered maintenance. Bayside Dredging will perform a pre-dredge survey and post-dredge survey to confirm the amount of volume removed.

Dredging Services:

Dredging equipment will be deployed along the easement with hoses running along the side of the easement from the road to the pond. Bayside Dredging staff will perform a pre-dredge survey to confirm the depths and limits of the dredge area before work begins. The sediment will be dredged hydraulically with sediment pumped via a temporary pipeline into a dewatering truck or container. Pond water levels may be pumped down by Bayside Dredging if needed. The material will be trucked to an upland disposal site provided by the client within 2 miles of the project site located at 9515 W Linebaugh Ave, Tampa. Client is responsible for handling material at this location when dumped. Client is also responsible for any damages or repairs to the pond seawalls if they're compromised due to the dredging. Bayside Dredging will use extreme care to avoid any such incidents. Upon completion of dredging, Bayside Dredging staff will complete a post-dredge survey to confirm depths and total volume of removal.

Costs of Services:

Pre-Dredge Survey – $1,000

Mobilization – $6,000

Dredging/ Hauling - $250.00 per cubic yard (300cy) – $75,000

Post-Dredge Survey – $1,000

Demobilization – $4,000

Total Project Cost (Not to Exceed) - $87,000

BAYSIDE
DREDGING

Payment Schedule:

Contract Execution – $5,000

Mobilization – $15,000

Final Completion – TBD with post-dredge survey results on total volume removed – Not to exceed ($67,000 for final payment)

Terms and Conditions

Contract Acceptance: If signed contract and execution deposit is not received within ten (10) days of contract date, Bayside Dredging may withdraw the proposal and future proposals will have a price increase.

Additional Hauling Fees: If weight restrictions prevent hauling at maximum capacity, there may be additional costs.

Access to Work: Client will provide access to the work site on the date and time work is scheduled to begin. Any preparations requested by the project manager ahead of that start date need to be completed prior. Client is responsible to remove all fountains or electrical from the dredge area during the project. Client is responsible to provide access for equipment and dump truck as shown in the exhibit. Client shall provide access to dredge area alongside yards and street right-of-way and limited usage of owner's hose bib/potable water source during dredging operations.

Clay, Rock, Hardened Sediment, Debris, Pilings, Fine Silts: No hardened sediment or clay is anticipated as this is considered a maintenance dredge. Should clay, rock, hardened sediment, debris, fine silts, or contaminated material be encountered there will be additional costs. Bayside Dredging will not dredge into rock, remove rock, or existing pilings from the dredge site and may opt to terminate the contract for convenience. If large debris is encountered, Bayside Dredging will do their best to remove the debris from the site, but the client is responsible for disposing and hauling off site.

Payment Terms and Conditions: All payments are due and payable as outlined and agreed upon by the client in the Agreement of Services. Proof of agreement to the payment terms by the client is indicated by the client's signature on the Agreement for Services "Acceptance of Proposal". Bayside Dredging is not responsible for fees or actions associated with existing or previous unpermitted/ unauthorized work. Bayside Dredging is not responsible for current, future, or unpaid fees associated with performing work on State owned submerged (sovereign) land which includes dock leases, private easements, public easements, and dredge severance fees. Payment shall not be delayed due to final surveys, certifications, or for any other reason. Bayside Dredging will facilitate a final inspection and signoff with the property owner on the day of project completion before full payment may be made.

Deposits: All deposits are non-refundable.

Delinquent Accounts: If Bayside Dredging must make efforts to collect amounts due from the "client" Bayside Dredging will be entitled to collect as an additional charge all expenses of the collection effort, (i) reasonable attorneys' and expert witness fees; clerical fees and (ii) interest on the amount due from the date due at the prime interest rate plus five percent, or up to the maximum permitted by law.

Demobilization-Mobilization Fee: If the dredge equipment has to be removed from the site due to lack of payment or other problems, there will be a demobilization-mobilization fee added to the sum of the project.

Lien and Enforcement: The client/owner holds fee simple title to the property described herein. Said property abuts a bay, river, inter-coastal, Gulf waters or Ocean. The services being performed by the contractor will improve and be of permanent benefit to the real property. For this reason, the owner hereby grants to the contractor, Bayside Dredging, the right to impose a construction lien upon the real property pursuant to Chapter 713 Florida Statutes. The lien and the enforcement thereof shall be governed in the same manner as liens filed pursuant to Chapter 713. Client will execute a Notice of Commencement form for submission to County Clerk's Office prior to mobilization.

Association Approval: Property owner hereby warrants that any approvals required by a homeowner association or condominium association for the work to be performed hereunder have been secured prior to the date of this contract. Bayside Dredging assumes no responsibility for obtaining such approval or for work done without such approval.

Damage Waiver: Bayside Dredging will not be responsible for any damage caused in the normal course of business during dredging operations or removing dredging materials. Bayside Dredging will not be responsible for any Damage caused to landscaping, driveways, concrete patios, electrical wiring, or any other damages caused as a result of the dredging activity. Bayside Dredging will not be liable for damage to seawalls, docks, and/or boat lifts caused by their equipment on this project. Bayside Dredging will exercise due diligence in avoiding such damage. Most of Florida and the Southeast United States has a serious marine wood boring worm problem; therefore, Bayside Dredging will not be responsible for any situation caused by this problem. Bayside Dredging will not be responsible for the settling of any dock or lift pilings. If needed, client will be responsible to replace or adjust electrical wiring for boat lifts.

BAYSIDE DREDGING

Delays: Bayside Dredging shall not be liable to property owners for delay in the work hereunder by the act, neglect, or fault of property owner, or by weather, casualty or act of God, or any other cause beyond Bayside Dredging's control including unavailability or delay in the delivery of materials or equipment.

Concealed or Unknown Conditions: If Bayside Dredging encounters conditions at the site that are subsurface or otherwise concealed physical conditions that differ materially from those indicated in the contract documents, Bayside Dredging will investigate and promptly provide notice to the client. After investigation if the condition materially differs from the contract Bayside Dredging will recommend an equitable adjustment be made to the contract sum or contract time, or both through a change order. Upon finding any concealed or unknown conditions Bayside Dredging has the option to suspend operations or move on to other operations that do not affect those conditions depending on the situation. Bayside Dredging and client will mutually decide on how to proceed in such a situation.

Change Orders: If during the performance of services hereunder, any unforeseen conditions or occurrences are encountered, which in the sole discretions of Bayside Dredging affects or may affect the services being performed, then a revision will be made to the contract in writing and signed by the parties for any extra work. Client agrees to pay for all changes authorized in writing which are not part of the contract.

Final Inspection and Signoff: At the completion of work, Bayside Dredging will provide a post-dredge survey to confirm depths and total volume removed for final invoicing.

Warranties: Bayside Dredging warrants that the work performed will conform to the requirements of the contract and will be free from defects, except those inherent in the quality of work the contract documents require or permit. When the work is complete a final acceptance inspection is performed by the Client for signoff. After customer signoff Bayside Dredging disclaims all warranties or guarantees of any kind, including express or implied, associated with the work performed. Too many variables outside the control of Bayside Dredging including tidal conditions, weather, sediment characteristics and location that may affect work already completed make it impossible to warranty or guarantee the work past the date of inspection/acceptance.

Disputes: The parties are to first mediate any dispute prior to bring a lawsuit. In the event of any lawsuit arising out of this contract, or work to be performed thereunder, the venue of such suit shall lie in Pinellas County, Florida. The prevailing party shall be entitled to recover from the losing party all costs including reasonable attorney fees in any dispute.

Notice: Claims by either the client or Bayside Dredging shall be given within 7 days after an event triggering a claim by notice to the other party by using certified U.S. mail service or other agreed upon method.

Acceptance and Final Payment: Property owner/client's acknowledgment of, or acceptance of any labor or materials furnished pursuant to the terms of this contract, shall constitute property owner's acceptance of said labor and materials and the making of the Final Payment hereunder shall constitute a waiver of all claims which property owner has, or may have, against Bayside Dredging.

Failure of Payment: If Bayside Dredging must make efforts to collect amounts due from client, they can collect all collection costs including all attorney, clerical and other reasonable expenses with the right to impose a construction lien upon the real property of the client.

Interest on Unpaid Balance: Should customer fail to timely make any payments hereunder, interest shall be charged on the unpaid principal balance at the rate of prime plus five percent, or up to the maximum permitted by law.

Binding Effect and Severability: This contract shall be binding upon and inure to the benefit of the respective heirs, personal representatives, and successors of the parties hereto. Should any provision or portion of this contract be adjudged invalid, illegal, unconscionable or in conflict with any law of the state of Florida, the validity, legality and enforceability of all remaining portions and provisions of this contract shall not be affected or impaired thereby.

Entire Agreement: This contract contains all the terms and conditions as agreed by the parties hereto, and no other agreements, instruments, or papers, oral or otherwise, respecting the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto, subject only to valid written change orders.

Assignment: This contract can'y be assigned by Bayside Dredging.

Contract Termination for Convenience: If additional contract fees associated with sediment testing and disposal exceeds more than 10% of the final contract costs or hardened sediment/rock is found then Client or Bayside Dredging may opt to Terminate Contract for Convenience. In such case both parties mutually agree to terminate the contract for convenience, client is responsible for all costs incurred to Bayside Dredging to the time of contract termination. Those costs shall include but not be limited to initial contract preparation, initial site visits, scope finalization after initial site work is performed, research on site/project, permit drawing and application preparation, permit submittal, coordination with regulatory agencies, disposal site research/acquisition, construction logistics/planning and construction scheduling. If costs incurred to Bayside Dredging at time of contract termination are less than the contract deposit, then no additional monies will be due. Please note all deposits are non-refundable as stated above.

BAYSIDE DREDGING

Failure to Communicate: If Bayside Dredging doesn't receive any communications from the client due to the client not responding or getting back with Bayside Dredging for a 6-month period or longer, Bayside Dredging has the right to terminate the contract or collect additional fees.

IMPORTANT NOTICE

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOROR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 1940 NORTH MONROE ST., SUITE 42, TALLAHASSEE, FL 32388-2202, PHONE: (850) 487-1395

CHAPTER 558 NOTICE OF CLAIM

CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME, SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECT AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

If you should have any questions or comments, please do not hesitate to contact me. We appreciate the opportunity to provide this scope of services and look forward to working with you.

Respectfully submitted,
Bayside Dredging LLC (SCC#131152825)

John Schamp – Vice President

BAYSIDE
DREDGING

ACCEPTANCE OF AGREEMENT

The above prices, specifications and conditions are satisfactory and are hereby accepted. Bayside Dredging is authorized to do the work as specified above. Payment will be made as outlined in this proposal. I acknowledge by my signature below I have read and understand and agree to the Terms and Conditions of this Sales Agreement.

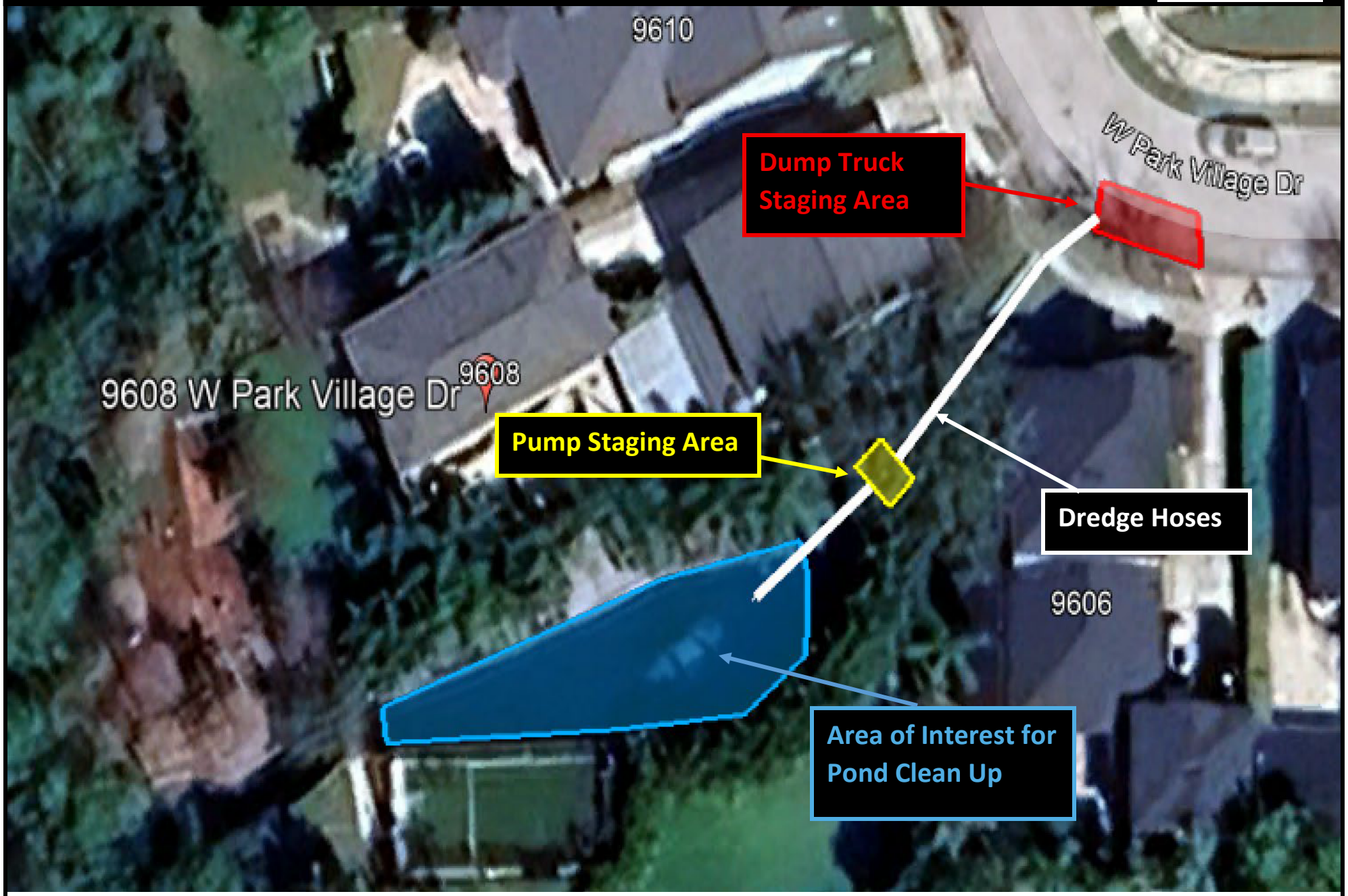
Signature/Client: _____ Date: _____

Print/Client: _____

Exhibit Initial Required = Please see attached Exhibit.

Bayside Dredging Exhibit

BAYSIDE DREDGING



Client Initial: _____ Date: _____

ALLWATER

ALL WATER

A balanced pond or lake is vital for a thriving ecosystem. Disruptions in this balance can lead to unsightly algae, oxygen depletion, and harm to aquatic life and surrounding wildlife. Routine dredging preserves this balance, ensuring your body of water stays healthy and vibrant year-round.

AllWater is proud to introduce Annual Dredge Maintenance Plans designed to help you save money, lock in guaranteed pricing, and keep your pond or lake operating at peak performance.

Thanks to breakthroughs in biology and technology, dredging has become more precise, sustainable, and efficient than ever before.

Annual Dredge Maintenance Plans Include:

- **15% Cost Savings**: Exclusive discounts for annual plan members.
- **Customized Plans So You Only Pay for What You Need**: Set your annual budget, and we'll design a dredging plan based on specific cubic yardage, ensuring you only pay for what you need and nothing more.
- **Simplified Approval**: One-time approval covers your contract, eliminating the need for additional paperwork in the future.
- **Guaranteed Pricing & Scheduling**: Multi-year agreements lock in pricing and schedules, offering predictable costs and peace of mind.
- **Effortless Government Compliance**: Ensure your pond or lake can properly manage runoff from rain or storms by maintaining its capacity to store and filter water. This helps prevent flooding and reduces pollution entering surrounding waterways.
- **Minimal Disruption**: Smaller, regularly scheduled dredging projects are gentler on your property and ecosystem compared to large-scale operations.

To learn more, please call (912) 466-9800 or visit us at all-water.com

ALLWATER

Our Capabilities

Pond and Lake Management

AllWater manages over 1mm acres of aquatic habitats across 11 states. Our 30 years' experience, highly trained staff, deep technical expertise, and wide array of capabilities, along with our long-standing relationships, set us apart in the aquatics industry.

Natural Areas Management

With our certified Natural Areas applicators and fleet of airboats equipped with Raven Precision Guides application equipment, AllWater oversees large lake and natural resource management programs for countless government agencies and utility clientele. Services include: algae and aquatic wed control; water testing and restoration, lake mapping, shoreline erosion management, and fish stocking and management.

Dredging and Bathymetry Mapping

Our experienced consulting team performs bathymetric surveys and analysis internally, providing multiple layers of data to ensure your ecosystems are healthy and in compliance. AllWater boasts 6 hydraulic dredges with trained crews, along with certified equipment operators and long reach excavation equipment to perform mechanical dredging when needed.

Environmental Consulting

Our in-house consulting team performs a range of services, including wetland consulting, permitting, environmental assessments, wildlife studies and water quality testing and analysis. In addition, all services provided by AllWater are environmentally conscious. As stewards of the planet, our commitment is to protect every aquatic ecosystem we care for.

ALLWATER

Not yet submitted

Dear David,

Thank you for the opportunity to submit the attached dredging proposal. Please review the below proposal and feel free to contact us should you have any questions at all.

Westchase CDD

Project Address: 9608 W Park Village Dr.
Tampa, FL 33626

Contact Name: David Sylvanowicz

Contact Email: CDD@Westchasecdd.com

Total Acreage	**0.055**
Dredge Area (Acres)	**0.055**
Cut (Dredge Depth)	**4**
Total Cubic Yardage (In Situ)	**354.99**
Compaction Ratio	**6**
Pipe Required (LF)	**250**
Dewatering Bags Required	**(2) Lined Roll Off**
Intermediate Pumps Required	**4" Return Pump**

Project/Site Specific Notes: Install Sure-Deck (or similar) temporary roadway for site access with amphibious Truxor hydraulic dredge unit. Pump material into lined roll off dumpsters, return water to pond via 4" return pump.

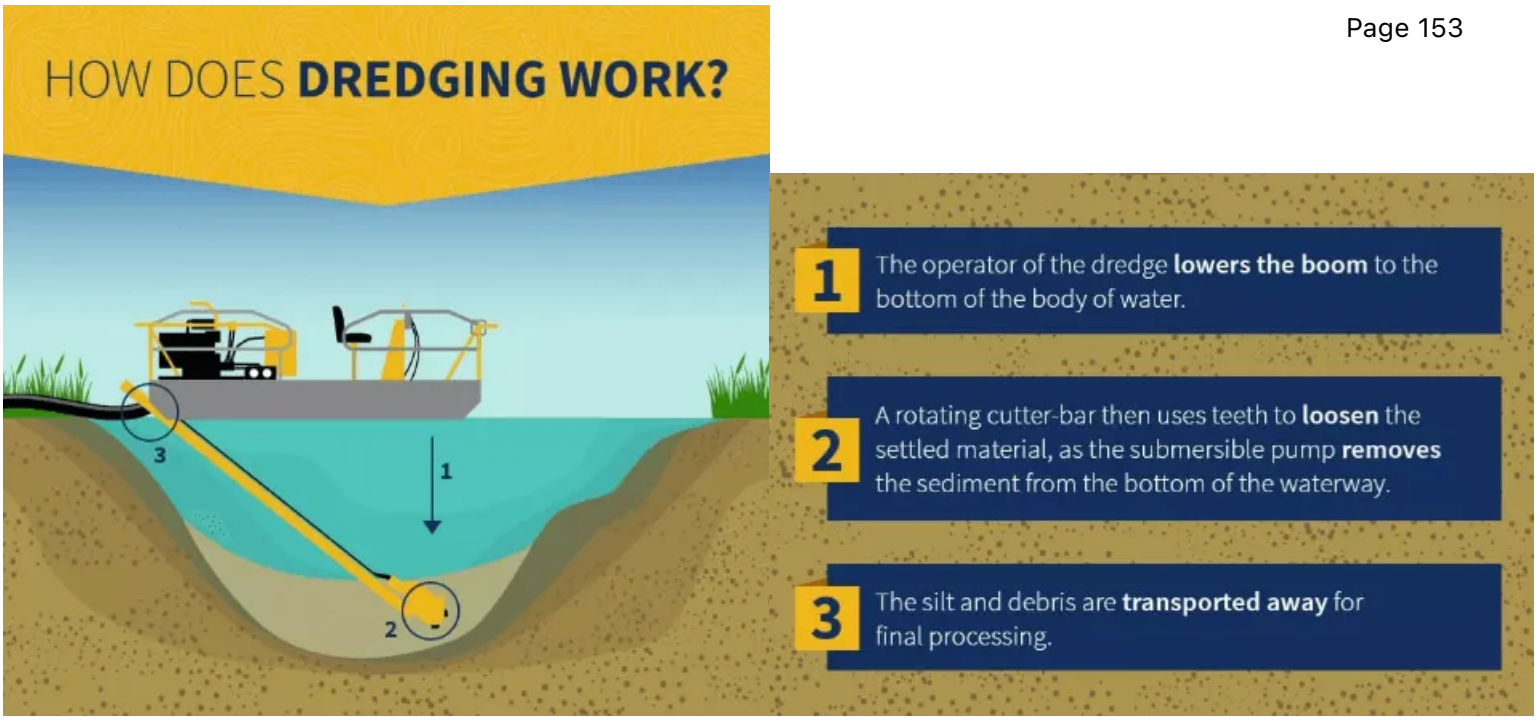
Description	Price	Qty	Subtotal
Base Dredge Cost - Base dredge rate for scope proposed above. - Adjustments to disposal condition or assumption(s) above may impact price/scope.	$18,377	1	$18,377
Discharge Pipe Requirement - 275' of 4" discharge pipr for dredge and return	$2.50	275	$687.50
Dewatering Bag Requirement - Lined roll off dumpster to remove dewatered material - Includes all applicable fees for transportation and tipping.	$3,500	2	$7,000
Equipment and Mobilization - Includes equipment mobilization and transportation of all equipment required to complete project.	$8,275	1	$8,275
Labor and General Conditions - Includes trained dredge crew and OSHA certified project manager. - Includes site clean up.	$6,537.15	1	$6,537.15
TOTAL			**$40,876.65**

Notes

- A pre and post dredge bathymetric survey will be conducted to document capacity prior to dredging and after dredging. Cubic yardage noted above is measured in situ, and will compact in accordance with sediment profile.
- Assumes normal working hours and unrestricted site access.

9610
DISPOSAL
STAGING
W Park Village
9608 W Park Village Dr
9608
DREDGE AREA
9606

BD



Dino 6 Hydraulic Dredge
Length - 22'
Elevator Depth - 13'
Pump Capacity - 1,500 GPM (max)
Mobility - Cable Guided or Dual Outboard
Cut Width - 5.5'

Truxor T50 Hydraulic Dredge
Length - 16.5'
Elevator Depth - 8'
Pump Capacity - 572 GPM (max)
Mobility - Dual Track, Amphibious
Cut Width - 2.75'

ALLWATER

TERMS AND CONDITIONS

This dredge contract, dated as of Not yet accepted, is made by and between Customer Name ("Customer") and Environmental Management Acquisition LLC., ("Contractor") of Brunswick, GA. The Customer and Contractor are collectively referred to herein as "Parties and each a "Party".

The Parties intend that an independent contractor relationship will be created by this contract. The Contractor has the ability and means to provide certain dredging services. The Customer wishes to retain the Contractor for said services and the Contractor is willing to perform such services under the terms and conditions set forth in this contractual agreement.

The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Work (as hereinafter defined) by Contractor shall be under its own control, Customer being interested only in the results thereof. The Contractor shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Work. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Work. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither party shall have authority to contract for or bind the other Party in any manner whatsoever.

In consideration of the agreements set forth in this document, the Contractor and Customer agree that the Contractor, subcontractors and employees of the Contractor are not to be considered an agent or employee of the Customer for any purpose.

In consideration of the mutual agreements set forth in this contract, the Contractor and Customer hereby acknowledge and agree as follows:

SECTION 1: SERVICES; SCOPE OF WORK; PROJECT PRICE

1.1 The Contractor shall provide to the Customer the services of hydraulically removing dredge material (the "**Work**") located in and around the location described in the proposal (the "**Project Site**"), which said proposal is attached hereto and its terms are incorporated herein by reference (the "Proposal").

1.2 The "Contract Documents" consist of the following: this contract, the Proposal, a location map showing the waterbody, bathymetry maps and report, and all change orders or modifications agreed to, dated and signed by both Parties.

1.3 The Contract Documents and any further commitments or obligations stated hereinafter, represent the entire agreement of both Parties, and superseded any prior oral or written agreements.

1.4 The "Work" shall generally consist of the Hydraulic removal of dredge material from a specific area at the Project Site as described in the Proposal (the "Dredging Area").

1.5 The total cost of the Work will be as set forth on the Proposal.

1.6 The Contractor shall not be held responsible for any issues, costs, or expenses arising from the filling back in of the Dredging Area, whether caused by water adjustments, rain, weather, or any other conditions outside the control of the Contractor, occurring any time before, during or after the Work is completed. The Work only includes dredging the above-stated amount of material from the Dredging Area.

1.7 In the event that the Dredging Area fills back in with sediment or other material, whether due to water adjustments, rain, weather, or any other conditions outside the control of the Contractor, any time before, during or after the Work is completed, the Customer acknowledges and agrees that the Contractor shall not be held liable for any damages, losses, or expenses incurred as a result. The Customer further agrees to assume full responsibility for any additional costs or expenses of remediation or restoration required to address the re-filling in of the Dredging Area. Contractor shall not be required to re-dredge the Dredging Area without additional cost and payment, which shall be provided in writing to the Customer. The Customer agrees to indemnify, defend, and hold the Contractor harmless from and against any claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of or in connection with the filling in of the Dredging Area as described in this clause.

SECTION 2: TERMS OF PAYMENT

2.1 In consideration of the provision of the Work by the Contractor and the rights granted to Customer under this Agreement, Customer shall pay the price agreed upon by the Contractor and Customer and identified in the Proposal (the "Contract Price") to Contractor for the Work. Payment to Contractor of the Contract Price shall constitute payment in full for the performance of the Work.

2.2 The Contract Price shall be paid in four equal installments, as follows: (i) twenty-five percent (25%) non-refundable deposit of the Contract Price due upon execution of this Agreement; (ii) twenty-five percent (25%) non-refundable payment of the Contract Price due upon the arrival of Contractor to the Project Site; (iii) twenty-five percent (25%) payment of the Contract Price due upon substantial completion of the Work; and (iv) the remaining twenty-five percent of the Contract Price (25%) due upon final completion of the Work. Installment payments will be payable within ten (10) days of receipt of an invoice by the Customer from the Contractor but in no event more than fifteen (15) days after the final completion of the Work performed pursuant to this Agreement.

2.3 All late payments shall bear interest at the rate of 8% or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Contractor for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Contractor does not waive by the exercise of any rights hereunder), Contractor shall be entitled to suspend the provision of any Work if the Customer fails to pay any installments of the Contract Price when due hereunder and such failure continues for five (5) days following written notice thereof. In the event Contractor resumes the Work following receipt of the installment payment owed, Contractor shall be entitled to an increase in the Contract Price equal to any remobilization costs incurred by Contractor when resuming the Work. Such remobilization shall be included in a Change Order (as defined in Section 9) and paid by Customer unless otherwise agreed to in writing.

SECTION 3: MECHANIC'S LIENS

3.1 Contractor shall provide the Customer a RELEASE OF LIENS signed by all contractors and subcontractors, upon request and prior to any interim or final payment, or may, at the option of the Customer, be required to either discharge or bond off any such Mechanic's Liens within thirty (30) days after filing all at the Contractor's sole cost, risk, and expense. Notwithstanding the foregoing, Contractor shall not be obligated to discharge any mechanic's liens filed against the project should the Customer fail to make any payments as due under the terms of this Agreement.

3.2 In the event payment for the Work is not received from Customer, Contractor shall have the right to file a lien on the property where the Work is performed in accordance with the laws of the state where the property is located.

SECTION 4: PERFORMANCE OF WORK

4.1 Contractor will diligently pursue and substantially complete the Work within a reasonable time. Contractor shall not be obligated to provide or compensate for any accommodations or costs to Customer or any other damages as a result of construction or other delays. Further, any such delays shall not serve to cancel, amend, or diminish any of the Customer's obligations under this Agreement.

4.2 For each workday that adverse weather prevents work on the project after commencement of the Work by Contractor, that number of days shall be added to the end completion of the project to determine any breach of this provision. If at any time or for any reason the Contractor's Work is affected or delayed by causes or events beyond the Contractor's control and without fault or negligence of the Contractor, the work time shall be extended by the same amount of time as was caused by the delay and the Contractor will not be liable for any damages relating to any such extension. Delaying events may include: (i) the Customer's requested changes; (ii) inclement weather conditions (storms, lightening, floods, fires, earthquakes, hurricanes, tornadoes, explosions or other natural disasters); (iii) war, invasion, hostilities, terrorist threats or acts, riots or other civil unrest; (iv) federal, state or local governmental authority, proclamations, orders, laws, actions or requests; (v) embargoes or blockades; (vi) epidemics, pandemics, biological or chemical contamination, or other national or regional public health or other emergencies; (vii) strikes, labor disputes, labor stoppages or slowdowns, or other industry disturbances; (viii) material shortages of supplies, adequate power, or transportation facilities; (ix) any governmental enactment that prohibits or materially interferes with the Scope of Work; and/or (x) other events beyond the control of Contractor.

4.3 The Work to be performed by Contractor shall be completed during normal business hours (7:00 a.m. to 5:30 p.m.) Monday through Saturday. No Sunday work shall be allowed by the Contractor or any of its subcontractors.

4.4 The Work described in the Contract Documents to be performed by Contractor shall consist of all materials, labor, mobilization expenses, equipment, supplies and services required by this Contract. All Work shall be performed in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services .

4.5 Contractor will use its best efforts to preserve the landscaping in and around the Project Site. The area will be left in substantially the same condition as existed prior to the Work being performed. Customer acknowledges and understands that Contractor uses heavy machinery, and that such machinery may cause underlying damage to paved and other prepared surfaces. Contractor shall not be liable for any weight-related damage caused to any driveways, landscaping, and other ground structures.

4.6 The Project Site and surrounding areas will be left in a neat and attractive manner at the conclusion of the Work.

4.7 Contractor represents to the Customer that all materials and equipment required to complete the Work will be of good quality and free from defects.

SECTION 5: NOTICES; CUSTOMER OBLIGATIONS/AUTHORITY TO BIND

5.1 Customer shall cooperate with Contractor in its performance of the Work and provide access to the Project Site and such other areas as required to enable Contractor to provide the Work.

5.2 Customer contact (person of authority) shall respond promptly to any reasonable requests from Contractor for instructions, information, or approvals required by Contractor to provide the Work.

5.3 Customer shall obtain, at its own cost, all necessary permits, licenses, bonds, consents or other authorizations required by any governing authority prior to the commencement of the Work, and in all cases before the Work is to start.

5.4 Customer shall take all steps necessary to prevent Customer caused delays in Contractor's provision of the Work.

5.5 The Customer has designated Client Name to serve as its primary contact with respect to this contract and to act as its authorized representative with respect to matters pertaining to this contract with full authority to bind Customer with respect to all matters requiring Customer's approval or authorization. In the event that the designated authority changes, the Customer agrees that the new authority delegated assumes all responsibilities and legalities pertaining to this contract.

5.6 All notices, requests, consents, claims, demands, waivers, and other communications shall be in writing and deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below:

Notice to Customer: Attention: Person of Authority

Address:

Email:

Notice to Contractor: Environmental Management Acquisition LLC (DBA AllWater)
Attention: Tim Woodland

305 Indigo Drive
Brunswick, GA 31525
Email: tim.woodland@all-water.com

SECTION 6: REPRESENTATION OF CONTRACTOR

6.1 Contractor represents that it is an independent contractor and is not an agent, partner, joint venture, or employee of the Customer. Contractor shall have no authority to bind or otherwise obligate the Customer in any manner. Contractor further represents that Contractor is properly licensed to perform the Work as required by the laws of the state where the property is located and is otherwise fully qualified to perform such Work.

6.2 Contractor has visited the site and has become generally familiar with local conditions under which the Work is to be performed.

6.2.1 If conditions are encountered at the site which are subsurface or otherwise concealed physical conditions, or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist and are generally recognized as inherent in construction activities, the Customer will promptly investigate such conditions. If they differ materially and cause an increase or decrease in the Contract Price or time required for performance under this contract, then Customer is responsible for any and all expenses and increased costs incurred by Contractor due to unusual or unanticipated conditions, environmental hazards, concealed damage, and/or existing defects on or at the Project Site, which Contractor discovers during the course of the Work.

6.2.2 Both Parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions, and licenses. Therefore, unless the scope of this contract includes the specific handling, disturbance, removal or transportation of hazardous materials the Contractor shall notify the Customer immediately and the Customer shall contract with properly licensed and qualified hazardous material contractor. Any such work shall be treated as a Change Order resulting in additional costs and time considerations.

6.3 Contractor will supervise the Work to be performed and shall direct such Work using Contractor's best skill and attention.

6.4 Contractor shall perform the Work in accordance with all applicable statues, ordinances, codes, rules, and regulations. If the Contractor performs the Work knowing any part thereof to be contrary to applicable statutes, ordinances, codes, rules, and regulations, Contractor shall assume appropriate responsibility for the Work and shall bear the costs attributable to correction.

6.5 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and program in connection with the performance of the Work.

SECTION 7: INSURANCE

7.1 During the Term of this Agreement, Contractor shall at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to as follows:

(a) Commercial general liability in the minimum amount $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

(b) Business Auto Liability coverage in the amount of at least $1,000,000.00 per accident and a combined single limit (bodily injury and property damage) of $1,000,000.00.

(c) Worker's Compensation insurance in the amounts prescribed by law.

(d) Statutory: Amounts and coverage as required by any and all other applicable federal, state, maritime, or other laws.

7.2 A Certificate of Insurance naming the Customer and its management company as a secondary insured or additional insured is to be provided prior to the commencement of Work.

SECTION 8: UTILITIES; SITE

8.1 Prior to the start of Work, Contractor will contact the local utility locating service to mark any utility lines in or near the area of construction. The Customer makes no representatives as to the location or presence of any utility lines**.** Contractor shall not be liable for any damages resulting from the utility locating service's failure to locate and/or properly mark lines.

8.2 Contractor shall maintain reasonable safeguards for safety and protection of owners and users of adjacent areas, including posting warning signs as may be necessary. Contractor shall keep premises and surrounding area free from accumulation of waste materials or rubbish caused by operations of Contractor. Upon completion of the Work, Contractor shall remove waste materials, rubbish, tools, equipment, machinery, and surplus materials from the site.

SECTION 9: AMENDMENTS/WAIVER/ASSIGNMENTS/CHANGE ORDERS

9.1 No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

9.2 No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

9.3 Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without written consent of Contractor. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Contractor may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Contractor's assets without Customer's consent.

9.4 If either Party wishes to change the scope or performance of the Work, or if a change in the Work, Contract Price, and/or Contract Time is required under the terms of this Agreement, the Party requesting the change shall submit details of the requested change to the other Party in writing. All change orders must specify changes in the Contract Price, additional time considerations, approximate dates when the work will begin and be completed, a legal description of where the new work will be performed, and any other terms that form a part of the change order. Once such change order has been approved in writing by both Parties, it shall become a part of this Agreement and governed by the terms contained herein.

SECTION 10: TERMINATION; STOP WORK

10.1 This Agreement may be terminated by either Party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms herein. Such termination shall not be effective if that substantial failure has been remedied before expiration of the thirty (30) day period specified in written notice. In the event of termination, Contractor shall be paid for Work performed only through the termination date and shall not be entitled to receive the entirety of the Contract Price; provided, however, Contractor shall not be required to return any nonrefundable payments.

10.2 Contractor may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder and such failure continues for five (5) days after Customer's receipt of written notice of nonpayment. In the event the Agreement is terminated as a result of Customer's failure to pay any amount of the Contract Price due, Customer shall pay Contractor: all amounts of the Contract Price then due based on the Work completed as of the termination date, all demobilization costs and expenses incurred by Contractor, and any profit Contractor would have earned under this Agreement absent Customer's default.

10.3 If Contractor fails to correct any Work that is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Customer may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. Notwithstanding anything herein to the contrary, said written order may be delivered to Contractor by any means, including hand delivery, regular mail, certified mail, or e-mail and shall be deemed effective upon receipt.

SECTION 11: INDEMNIFICATION; LIMITATION OF LIABILITY; WAIVER

11.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Customer and its officers, directors, managers, members, agents, representatives, and employees from and against any and all claims, suits, judgments, damages, causes of actions of any kind of nature, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from, in whole or in part, Contractor's negligent performance of the Work or willful misconduct, or the negligent performance or willful misconduct of Contractor's subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors. .

11.2 Customer agrees to indemnify, hold harmless and defend Contractor and its shareholders, directors, managers, officers, employees, subcontractors, and agents from and against any action, claim, demand, loss, damage, liability or expenses, including attorneys' fees and costs, arising from or relating to: (i) Customer's breach of this Agreement; (ii) the negligence, gross negligence, recklessness, willful misconduct or intentional act or omission of Customer or any of its representatives; (iii) the course of the Work; and/or (iv) any contracts with third party vendors or service providers entered into by Customer. Customer agrees that Contractor shall have the right to participate in and control the defense of any such claim through counsel of its own choosing.

11.3 Contractor shall bear all responsibility for any equipment owned or rented by Contractor or any subcontractor, or for any material to be used by Contractor or any subcontractor in performance or the Work, until such material is installed and accepted by the Customer.

11.4 Notwithstanding anything contained herein to the contrary, in no event shall Contractor's liability (for indemnification or otherwise) exceed the total Contract Price actually paid to Contractor for the Work hereunder.

11.5 LIMITATION OF LIABILITY; WAIVER: In no event shall Contractor be liable to Customer or to any third party for any loss of use, revenue, or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not any party has been advised of the possibility of such damages. Customer understands and agrees that the structural condition of the property is unknown and Contractor shall not be liable for any structural damages to the property, whether such damages are discovered prior to, during, or after completion of the Work.

SECTION 12: ENTIRE AGREEMENT: This contract, including and together with the Proposal, any related statements of Work, Change Orders, exhibits, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements and representations both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this contract and the terms and conditions of any statement of Work, Change Orders, exhibits, schedules, attachments, and appendices, the terms and conditions of this contract shall supersede and control.

SECTION 13: SEVERABILTY: it is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is adjudged by the Court to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain that particular part, term or provision held to be invalid.

SECTION 14: CHOICE OF LAW: This Agreement and all of its provisions, exhibits and attachments will be governed by and construed, interpreted and enforced in accordance with the laws of the State of South Carolina, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of South Carolina.

SECTION 15: COUNTERPARTS; ELECTRONIC SIGNATURES: This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. For purposes of this contract, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

SECTION 16: CHOICE OF FORUM: Any dispute arising from or related to this Agreement shall be filed in a court having jurisdiction over persons and subject matter and sitting in Charleston County, South Carolina, without limiting Contractor's right to file a lien or lawsuit in the county where the property is located in Contractor's sole discretion. The Parties hereby consent to personal jurisdiction and venue in Charleston County, South Carolina for any dispute arising out of or related to this Contract. In the event of any legal action brought by either Party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the Parties agree that the prevailing Party shall recover such reasonable amount for fees, costs, and expenses, including attorneys' fees as may be set by a Court. The provisions of this Section 16 shall survive any termination or expiration of this Contract.

SECTION 17: FORCE MAJEURE: Notwithstanding anything in this contract to the contrary, Contractor shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this contract to be performed by it if any failure of its performance shall be due to any Act of God, fire, natural disaster, accident, act of government, terrorism, war, strikes or other labor disturbances, shortages of material, supplies or utilities, or any other cause whatsoever (including failure of Customer to supply necessary data or instructions) beyond the reasonable control of Contractor, and the time for performance by Contractor shall be extended by the period of delay resulting from or due to any of said causes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

Name and Title

SIGNATURE
David Sylvanowicz

Signature

Not yet accepted
Date

ALLWATER

Billing & Operations Contact Information

To ensure seamless project execution, please provide the billing and operations contacts for this project. Billing details allow our team to issue invoices promptly upon project commencement. If billing information differs from the site contact or proposal signer, enter the appropriate accounts payable information below. Operations contact details ensure our team can coordinate directly with the right on-site representative throughout the engagement.

All fields marked with an asterisk are required.

BILLING CONTACT NAME*

Enter Full Name..

BILLING CONTACT TITLE

Enter Title...

BILLING CONTACT EMAIL*

Enter Email address...

BILLING CONTACT PHONE*

Enter phone number...

BILLING ADDRESS*

Enter street address, city, state, ZIP...

PO NUMBER OR SPECIAL BILLING INSTRUCTIONS

Optional

OPERATIONS CONTACT NAME*

Enter Full Name...

OPERATIONS CONTACT TITLE

Enter Title...

OPERATIONS CONTACT EMAIL*

Enter Email address...

OPERATIONS CONTACT PHONE*

Enter phone number...

Why do we need this? Providing billing details upfront allows our team to issue invoices immediately upon project commencement, avoid delays that can affect scheduling and project timelines. Providing an operations contact ensures our team can communicate directly with the appropriate on-site representative for scheduling, project updates, and any time-sensitive coordination needed during execution.

Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221
admin@crosscreekenv.com

Date	Estimate #
3/25/2026	15016

Name / Address
Westchase CDD Tampa BDi Engineering 536 4th Ave. S, Unit 4 St. Petersburg, FL 33701

* Estimate Good For 30 Days

Description	Qty	Rate	Total
Westchase CDD Pond Dredging			
Provide all labor, equipment, and materials needed to Hydraulically Dredge approximately 300 cubic yards of sediment from the pond shown on the attached aerial map. The basin is approximately 3,000 square feet and approximately 3 feet of sediment will be hydraulically excavated from the bottom. The sediment will be pumped into geotextile tubing hung on the adjacent pond's slope as shown on the attached aerial. The sediment will be filtered through the geotextile tubing and allowed to dry for transport. The sediment will then be hauled to the road and disposed of offsite. Water may need to be pumped from the adjacent pond if water levels drop from the dredging. All work areas and access easements will be sodded with Bahia Grass upon completion if needed. This cost does not include repairs to sidewalks, trails, concrete, or roadways. Care will be taken to avoid damage to these areas. If damage does occur, a repair estimate will be submitted. The sidewalk and trail will need to closed during the course of this work. This work is expected to take 4 - 6 weeks to complete. The access easement will need to be measured to ensure proper dimensions prior to project commencement.	1	85,400.00	85,400.00
It will be the Owners responsibility to keep sod watered once Contract Work has been completed.		0.00	0.00
30% deposit due prior to commencement of work. Amount to be deducted from final invoice.		0.00	0.00

Please sign and return if accepted:

Total **$85,400.00**

Phone # (941) 479-7811 Fax # (941) 479-7812

WESTCHASE POND DREDGING
Not enough space to perform the work in this 1,300 square foot area
CROSS CREEK ENVIRONMENTAL
9610
Park Village Dr
Dredge material will be pumped into geotextile tubing and allowed to filter out water and dry. Water can be pumped back into the dredging area if needed.
Hang 300' geotextile tubing. Will need 5 total 300' lengths. 2 will most likely be hung at once. This will equate to 300-400 cubic yards total. Each tube is 300' long by 7' wide and will be filled with approximately 1' of material.
9602
Hauling Route. Need to confirm access. All material will be hauled away after drying
N
Google Earth
Image © 2025 Airbus

EAST END LANDSCAPE

Project Name: Pond 120
Location: 9606 W Park Village Drive, Tampa, Florida
Client: Westchase CDD
Date: March 30, 2026
Total Proposal Price: **$77,500.00**

Project Understanding

East End Landscape understands this project consists of mechanical dredging and removal of accumulated muck within Pond 120 to restore pond capacity and proper drainage function.

Scope of Work

East End Landscape shall furnish all labor, equipment, and supervision necessary to complete the following:

- Mechanical dredging of approximately **3,700 SF** of pond bottom
- Removal of accumulated muck to an approximate depth of **5–6 feet**, or until suitable material is reached
- Excavation, loading, hauling, and off-site disposal of unsuitable material
- Final grading of dredged area to promote proper drainage
- Restoration of disturbed easement areas to existing condition, including placement of **St. Augustine sod or specified grass** as required

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Inclusions

- Labor, equipment, hauling, and disposal
- Mobilization and demobilization
- Site cleanup
- Restoration of disturbed areas within limits of work

Quantity Clarification

This proposal includes removal of **up to 600 cubic yards** of muck material.

Additional material beyond 600 CY will be performed at a unit rate of:
$130.00 per cubic yard

Restoration

- Disturbed areas within the work limits will be restored to existing conditions upon completion of dredging operations
- Restoration includes placement of **St. Augustine sod or specified grass** in areas impacted by construction
- Restoration is limited to areas directly disturbed by East End Landscape operations
- Additional restoration, grading, or import of topsoil beyond minor work required will be addressed as a change order if required

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Exclusions

- Import of clean fill beyond minor grading required for restoration
- Surveying or elevation certification
- Dewatering or water treatment systems
- Environmental permitting or monitoring
- Rock, debris, or buried obstructions requiring specialized removal
- Work outside defined dredging limits

Assumptions

- Site access is available for small excavation and hauling equipment
- Material is assumed to be typical pond muck; abnormal conditions may impact production
- Haul routes and disposal locations will remain accessible

Change Order Conditions

Adjustments to the contract amount or schedule may be required for the following:

- Quantities exceeding estimated volume
- Unforeseen subsurface or site conditions
- Access limitations beyond anticipated conditions
- Excessively wet or unstable material affecting production

All such items will be communicated and approved prior to proceeding.

Schedule

East End Landscape is currently working within the CDD and can mobilize immediately upon approval.

Estimated duration: **approximately 1–2 weeks**, weather permitting.

Payment Terms

- **50% due upon approval and scheduling of work**
- Remaining balance due within **30 days of invoice upon completion**
- Approved change orders and additional quantities will be invoiced accordingly

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Terms

- Proposal valid for 30 days
- Owner to provide access and identify utilities

Acceptance of Proposal

Accepted By: _____
Title: _____
Date: _____

EAST END LANDSCAPE

CHANGE ORDER

Project: Sump B
Change Order No.: CO-01
Location: 9624 W Park Village Drive, Tampa, Florida
Owner: Westchase (CDD)
Contractor: East End Landscape
Date: 4-1-2026

Description of Change

This Change Order provides for additional work required to address unforeseen subsurface conditions encountered during construction activities at Sump B.

Scope of Work

Furnish all labor, equipment, materials, and incidentals necessary to perform embankment stabilization and grading, including:

- Import and placement of approximately **90 cubic yards (5 truck loads)** of clean fill material
- Hauling, handling, and placement of material under limited access conditions
- Use of imported fill to **bridge and stabilize unsuitable muck subgrade conditions**
- Stabilization of **slope faces and top of bank areas** to facilitate safe access and proper grading operations
- Placement and compaction of fill to establish a stable subgrade
- Rough and fine grading to restore required embankment elevations and drainage patterns
- Final shaping of disturbed areas in preparation for sod installation

---

Basis for Change

During construction, **unsuitable and excessively wet muck materials** were encountered within the sump embankment areas. These conditions prevented equipment access and proper grading in accordance with the intended design.

In order to safely continue operations and achieve required grades, it was necessary to import clean fill material to:

- Bridge unstable subgrade conditions
- Stabilize embankment slopes and top of bank
- Maintain constructability and site access

These conditions were **not reasonably identifiable prior to construction** and are outside the original contract scope.

Contract Adjustment

Lump Sum Amount: $5,000.00

Schedule Impact

This work was performed in conjunction with ongoing operations and **did not result in a material impact to the overall project schedule**.

Additional Provisions

- Quantities are based on field conditions observed and work performed to date
- Additional quantities of import and stabilization, if required due to continued unsuitable conditions, will be documented and submitted under a separate change order
- All work has been performed in accordance with industry standards and project requirements

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Acceptance

This Change Order constitutes an adjustment to the Contract Sum as described herein.

Approved By: _____
Name / Title: _____
Date: _____

EAST END LANDSCAPE

CHANGE ORDER

Project: Sump B
Change Order No: CO-02
Location: 9624 W Park Village Drive, Tampa, Florida
Owner: Westchase (CDD)
Contractor: East End Landscape
Date: 4/6/2026

Description of Change

This Change Order provides for additional import fill required to continue stabilization and grading operations at the **north side of Sump B, including top of bank and slope areas not previously accessible**, due to ongoing unsuitable subsurface conditions encountered.

Scope of Work

Furnish all labor, equipment, materials, and incidentals necessary to perform additional embankment stabilization and grading, including:

- Import and placement of approximately **7 truck loads** of clean fill material
- Hauling, handling, and placement of material under limited access conditions
- Continued stabilization of unsuitable muck subgrade conditions along the **north bank, including top of bank and slope areas not previously accessible**
- Maintenance of slope integrity and top of bank stability
- Placement and compaction of fill to support ongoing grading operations
- Rough and fine grading to restore required embankment elevations and drainage patterns

---

Basis for Change

As construction has progressed, additional unsuitable and excessively wet subsurface conditions have been encountered along the **north side embankment, including top of bank and slope areas not previously accessible or workable**, beyond those addressed in Change Order No. CO-01.

These conditions restricted access and prevented proper grading during initial operations. Upon gaining access, it became necessary to perform additional stabilization using imported fill.

Additional clean fill was required to:

- Establish access to previously unworkable areas
- Maintain safe and stable working conditions
- Continue embankment stabilization efforts at top of bank and slopes
- Support ongoing grading and shaping operations

These conditions were not reasonably identifiable prior to construction and remain outside the original contract scope.

Contract Adjustment

Lump Sum Amount: **$5,000.00**

Schedule Impact

This work was performed in conjunction with ongoing operations and did not result in a material impact to the overall project schedule.

Additional Provisions

- Quantities are based on field conditions and actual material placed
- Additional import or stabilization required due to continued unsuitable conditions will be documented and submitted under separate change order(s)
- All work has been performed in accordance with industry standards and project requirements

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Acceptance

This Change Order constitutes an adjustment to the Contract Sum as described herein.

Approved By: _____
Name / Title: _____
Date: _____

Prepared by:

Vertical Bridge REIT, LLC
22 W Atlantic Ave, Suite 310
Delray Beach, Florida 33444
Attn: General Counsel

Site Number: US-FL-5456
Site Name: Westchase North
Commitment No: VTB-138108-C

(**Above Space for Recorder's Use Only**)

ESTOPPEL AND CONSENT REGARDING GROUND LEASE

THIS ESTOPPEL AND CONSENT REGARDING GROUND LEASE (this "**Agreement**") is made as of _____, 20_____, and is by and between the party(ies) identified as "Landlord," or its equivalent in the Lease (defined below) such as lessor, on the signature page hereof ("**Landlord**"), and **Vertical Bridge Development, LLC**, a Delaware limited liability company, its affiliates, subsidiaries, and assigns ("**New Tenant**"). Landlord and New Tenant are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. Landlord and Vertex Development, LLC ("**Tenant**") were parties to a certain Lease Agreement dated January 5, 2021, as amended by a certain First Amendment to Option Land Lease Agreement dated October 12, 2021, a certain Second Amendment to Option Land Lease Agreement dated December 7, 2021, a certain Third Amendment to Option Land Lease Agreement dated May 16, 2023, a certain Fourth Amendment to Option Land Lease Agreement dated April, 3, 2024, and a certain Fifth Amendment to Option Land Lease Agreement dated July 19, 2024 (collectively, the "**Lease**"), pertaining to certain real property owned or controlled by Landlord that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the "**Property**").

B. Pursuant to the Lease, Landlord granted a lease, or a right to lease, to Tenant for a certain portion of the Property (the "**Premises**"), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto for certain communications facilities as more particularly described in the Lease.

C. New Tenant intends to acquire Tenant's interest in the Lease by way of assignment of the Lease or otherwise;

D. New Tenant has requested that Landlord provide certain certifications to New Tenant with respect to the Lease.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are expressly incorporated into this Agreement.

2. **Consent to Lease Assignment**. To the extent any consent is required under the terms of the Lease for New Tenant's acquisition and/or assignment of Tenant's interest in the Lease, Landlord consents to Tenant's assignment of the Lease including all of Tenant's benefits, rights, obligations, and responsibilities as "Tenant" under the Lease to New Tenant.

3. **Estoppel Certificate**. Landlord certifies to New Tenant that the following statements are true and correct as of the date hereof:

(a) Tenant is the current tenant under the Lease as of the date this Agreement is signed by Landlord (a full copy of which Lease including all amendments thereto and memorandums is/are annexed as **Exhibit 3** attached hereto) and the Lease contains the entire agreement between Landlord and Tenant with respect to the Premises. The Lease is presently in full force and effect, and neither Landlord nor Tenant is in default thereunder. There exist no facts that could constitute a basis for any such default upon the lapse of time or the giving of notice or both. There exists no offsets, counterclaims, or defenses of Tenant under the Lease against Landlord, and there exist no events that would constitute a basis for any such offset, counterclaim, or defense against Landlord upon the lapse of time or the giving of notice or both.

(b) Tenant may use the communications tower and related improvements located on the Premises for the subleasing/licensing of space for communications equipment. The commencement date under the Lease was August 1, 2022, and the term of the Lease will end on July 31, 2032, subject to the options to renew the term of the Lease or automatic renewals of the term of the Lease for three (3) successive periods of five (5) years each. The current annual base rent is $22,947.27. Yearly rent under the Lease has been paid through the date hereof.

(c) The amount of the security deposit paid under the terms of the Lease is $0.00 (if left blank, then none exists).

(d) Landlord hereby ratifies, confirms, acknowledges the Lease and all of the terms and provisions of the Lease.

(e) The undersigned representative of Landlord is duly authorized and fully qualified to execute this Agreement for and on behalf of Landlord thereby binding Landlord to the provisions hereof.

4. **Assumption of Tenant's Obligations Under the Lease**. By execution of this Agreement and pursuant to the terms of this Agreement, New Tenant hereby ratifies, confirms, acknowledges the Lease and all of the terms and provisions of the Lease, and agrees that, from and after the date of the assignment of the Lease to New Tenant (the "**Lease Transfer Date**"), New Tenant will accept the Lease and expressly assume all of Tenant's obligations under the Lease which arise or relate to the period following the Lease Transfer Date. New Tenant expressly assumes the performance of all terms, obligations, covenants, and conditions of the Lease arising or relating to the period following the Lease Transfer Date.

5. **Notices**. All notices, requests, claims, demands, and other communications under the Lease shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail

(postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

If to Landlord:	**If to New Tenant:**
Westchase Community Development District Attn: Andrew Mendenhall, District Manager 2654 Cypress Ridge Boulevard, Suite 101 Wesley Chapel, FL 33544	Vertical Bridge Development, LLC 22 W Atlantic Ave, Suite 310 Delray Beach, Florida 33444 Ref: US-FL-5885 / Ave Maria Attn: VP Asset Management With a copy to: General Counsel

6. **Miscellaneous**.

(a) In the event of any conflict between the terms of this Agreement and the Lease, the terms of this Agreement shall govern and supersede those set forth in the Lease. Except as set forth in this Agreement including, without limitation, the substitution of the New Tenant for the Tenant, all of the terms and conditions of the Lease are hereby ratified and confirmed in all respects and shall remain unchanged and continue in full force and effect.

(b) This and any attachments, which are hereby incorporated into and made a part of this Agreement, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

(c) This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the Parties. The Parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement and this Agreement shall inure to the benefit of the Parties hereto.

(d) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

(e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(f) This Agreement may be recorded by either Party.

[Signatures and Acknowledgments begin on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, and as to any authorized signatory, such signatory has executed this Agreement pursuant to proper authority of its operating agreement and/or bylaws, has duly executed, sealed, acknowledged, and delivered this instrument as of the day and year first above written.

WITNESSES:

_____
Name: _____

_____
Name: _____

LANDLORD:

Westchase Community Development District,
a Florida community development district

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____, by means of ☐ physical presence or ☐ online notarization by _____, the ___ _____ of Westchase Community Development District, a Florida community development district, on behalf of the corporation.

_____
Signature of Notary Public

_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

[New Tenant signature page]

WITNESSES:

Vertical Bridge Development, LLC
a Delaware limited liability company

_____
Name:_____

_____
Name:_____

By:_____

Name:_____

Title:_____

Date:_____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____, by means of ☐ physical presence or ☐ online notarization by _____, the ___ _____ of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of the company.

_____
Signature of Notary Public

_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

EXHIBIT 1

Legal Description of the Property

Parent Parcel:

(OFFICIAL RECORD BOOK 20950, PAGE 1616)
PART 2 - PARCEL 1

DESCRIPTION: A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8 FOR A POINT OF BEGINNING, RUN THENCE ALONG THE EAST BOUNDARY OF SAID SOUTHEAST 1/4 OF SAID SECTION 8, S. 01°02'58" W., 438.27 FEET, TO THE NORTHEAST CORNER OF WESTCHASE SECTION "225, "227 AND "229, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGE 14, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY BOUNDARY OF A 75 FOOT WIDE TAMPA ELECTRIC COMPANY EASEMENT AS RECORDED IN O.R. BOOK 2831, PAGE 679, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID WESTCHASE SECTION "225, "227 AND "229 AND THE SOUTHERLY BOUNDARY OF SAID 75 FOOT WIDE TAMPA ELECTRIC COMPANY EASEMENT, S. 86°55'09" W., 2532.65 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF THE HILLSBOROUGH COUNTY PROPERTY FOR FUTURE EHRLICH ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 7531, PAGE 1307, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES: 1) NORTHERLY, 15.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 25°19'49" (CHORD BEARING N. 35°55'57" E., 15.35 FEET) TO A POINT OF TANGENCY; 2) N. 48°35'52" E., 254.93 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF A 30 FOOT WIDE HOUSTON TEXAS GAS AND OIL (FLORIDA TRANSMISSION CO.) MAIN EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 256, PAGE 175, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF THE HILLSBOROUGH COUNTY PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 11543, PAGE 1096, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARIES, N. 86°55'09" E., 309.83 FEET; THENCE ALONG THE EASTERLY BOUNDARY OF SAID HILLSBOROUGH COUNTY PROPERTY THE FOLLOWING SEVEN (7) COURSES: 1) N. 48°24'30" E., 45.44 FEET; 2) N. 42°30'19" E., 75.03 FEET; 3) N. 30°19'13" E., 87.16 FEET; 4) N. 16°03'45" E., 86.19 FEET; 5) N. 46°50'08" W., 29.97 FEET; 6) N. 12°41'41" E., 62.95 FEET; 7) N. 35°19'55" E., 82.76 FEET TO A POINT ON THE NORTH BOUNDARY OF THE AFORESAID SOUTHEAST 1/4 OF SECTION 8; THENCE ALONG SAID NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 8, S. 89°29'25" E., 589.76 FEET TO THE NORTHWEST CORNER OF THE TAMPA ELECTRIC COMPANY PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 7042, PAGE 798, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID TAMPA ELECTRIC COMPANY PROPERTY, S. 00°30'35" W., 270.66 FEET; THENCE ALONG THE SOUTH BOUNDARY OF SAID TAMPA ELECTRIC COMPANY PROPERTY, N. 86°55'09" E., 246.00 FEET TO THE SOUTHWEST CORNER OF THE PEOPLES GAS SYSTEM INC. PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 7042, PAGE 798, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID PEOPLES GAS SYSTEM INC. PROPERTY, CONTINUE, N. 86°55'09 "E., 60.00 FEET; THENCE ALONG THE EAST BOUNDARY OF SAID PEOPLES GAS SYSTEM INC. PROPERTY, N. 00°30'35 "E., 100.00 FEET; THENCE ALONG THE NORTH BOUNDARY OF SAID PEOPLES GAS SYSTEM INC. PROPERTY, S. 86°55'09" W., 60.00 FEET TO A POINT ON THE EAST

[Continued on following pages]

BOUNDARY OF SAID TAMPA ELECTRIC COMPANY PROPERTY; THENCE ALONG SAID EAST BOUNDARY OF THE TAMPA ELECTRIC COMPANY PROPERTY, N. 00°30'35" E., 155.25 FEET TO A POINT ON THE AFORESAID NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 8; THENCE ALONG SAID NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 8, S. 89°29'25" E., 999.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 22.220 ACRES, MORE OR LESS.

EXHIBIT 2

Legal Description of the Premises
(may be replaced with a final legal description of the Premises)

LEASE PARCEL

TOWER LEASE PARCEL
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "WESTCHASE CDD" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 20950, PAGE 1616 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, SAID HILLSBOROUGH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE NORTH 89°27'14" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR 684.36 FEET; THENCE SOUTH 00°32'46" WEST FOR 160.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 03°02'40" EAST FOR 45.11 FEET; THENCE NORTH 86 57'20" EAST FOR 55.00 FEET; THENCE SOUTH 03°02'40" EAST FOR 30.00 FEET; THENCE SOUTH 86 57'20" WEST FOR 55.00 FEET; THENCE NORTH 03°02'40" WEST FOR 3.32 FEET; THENCE SOUTH 86°57'20" WEST FOR 35.00 FEET; THENCE NORTH 03°02'40" WEST FOR 80.00 FEET; THENCE NORTH 86°57'20" EAST FOR 17.50 FEET; THENCE SOUTH 67 54'47" EAST FOR 19.33 FEET TO SAID POINT OF BEGINNING.

CONTAINING 4,378 SQUARE FEET (0.101 ACRES), MORE OR LESS.

NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT

(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "WESTCHASE CDD" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 20950, PAGE 1616 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, SAID HILLSBOROUGH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE NORTH 89°27'14" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR 684.36 FEET; THENCE SOUTH 00°32'46" WEST FOR 160.19 FEET TO THE NORTHEAST CORNER OF A TOWER PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR THE FOLLOWING THREE (3) DESCRIBED COURSES; (1) SOUTH 03°02'40" EAST FOR 45.11 FEET; (2) NORTH 86 57'20" EAST FOR 55.00 FEET; (3) SOUTH 03 02'40" EAST FOR 30.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID TOWER PARCEL; THENCE SOUTH 86 57'20" WEST ALONG THE SOUTHERLY LINE OF SAID TOWER PARCEL FOR 55.00 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE AND THE POINT OF BEGINNING; THENCE SOUTH 03°02'40" EAST FOR 82.98 FEET; THENCE SOUTH 86°39'45" WEST FOR 483.70 FEET; THENCE SOUTH 88°10'08" WEST FOR 858.46 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE "WESTCHASE CDD" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 20950, PAGE 1616 OF THE PUBLIC RECORDS OF SAID HILLSBOROUGH COUNTY; THENCE NORTH 48 26'41" EAST ALONG SAID WESTERLY LINE FOR 45.44 FEET; THENCE NORTH 88°10'08" EAST FOR 834.12 FEET; THENCE NORTH 86°39'45" EAST FOR 435.18 FEET; THENCE NORTH 45°48'50" EAST FOR 37.65 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 15 FEET EAST OF THE WEST LINE OF SAID TOWER PARCEL; THENCE NORTH 03 02'40" WEST ALONG SAID PARALLEL LINE FOR 21.77 FEET TO AN

[Continued on following pages]

INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 20 FEET SOUTH OF THE WESTERLY PART OF SAID SOUTHERLY LINE OF SAID TOWER PARCEL; THENCE SOUTH 86 57'20" WEST ALONG SAID PARALLEL LINE FOR 15.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF SAID WEST LINE OF SAID TOWER PARCEL; THENCE NORTH 03 02'40" WEST ALONG SAID SOUTHERLY EXTENSION FOR 20.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID TOWER PARCEL; THENCE NORTH 86 57'20" EAST ALONG SAID WESTERLY PART OF SAID SOUTHERLY LINE FOR 35.00 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE SOUTH 03°02'40" EAST ALONG SAID SOUTHERLY LINE FOR 3.32 FEET TO SAID POINT OF BEGINNING.

CONTAINING 28,574 SQUARE FEET (0.656 ACRES), MORE OR LESS.

15 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT

(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "WESTCHASE CDD" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 20950, PAGE 1616 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, SAID HILLSBOROUGH COUNTY, LYING WITHIN 7.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE NORTH 89°27'14" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR 684.36 FEET; THENCE SOUTH 00°32'46" WEST FOR 160.19 FEET TO THE NORTHEAST CORNER OF A TOWER PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR THE FOLLOWING THREE (3) DESCRIBED COURSES; (1) SOUTH 03°02'40" EAST FOR 45.11 FEET; (2) NORTH 86 57'20" EAST FOR 55.00 FEET; (3) SOUTH 03 02'40" EAST FOR 30.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID TOWER PARCEL; THENCE ALONG THE SOUTHERLY LINE OF SAID TOWER PARCEL FOR THE FOLLOWING THREE (3) DESCRIBED COURSES; (1) SOUTH 86 57'20" WEST FOR 55.00 FEET; (2) NORTH 03°02'40" WEST FOR 3.32 FEET; (3) SOUTH 86°57'20" WEST FOR 27.50 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 7.5 FEET EASTERLY OF THE WEST LINE OF SAID TOWER PARCEL AND THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 15 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE SOUTH 03°02'40" EAST ALONG SAID PARALLEL LINE FOR 46.00 FEET TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 690 SQUARE FEET (0.016 ACRES), MORE OR LESS.

ACCESS LICENSE AREA

(DESCRIPTION FROM OFFICIAL RECORD BOOK 13551, PAGE 1319)

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8, RUN THENCE ALONG THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4 OF SECTION 8, S89 29'25"E A DISTANCE OF 1449.35 FEET TO THE NORTHWEST CORNER OF TECO SUBSTATION SITE "A", AS RECORDED IN OFFICIAL RECORD BOOK 7042, PAGE 798, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID TECO

[Continued on following pages]

SUBSTATION SITE "A", S00 00'35"W, 270.66 FEET TO THE SOUTHWEST CORNER OF SAID TECO SUBSTATION SITE "A"; THENCE ALONG THE SOUTH BOUNDARY OF SAID TECO SUBSTATION SITE "A", N86 55'09"E A DISTANCE OF 10.63 FEET; THENCE CONTINUE N86 55'09"E A DISTANCE OF 18.46 FEET; THENCE S38 44'06"E A DISTANCE OF 102.22 FEET; THENCE S88 07'49"W A DISTANCE OF 448.89 FEET; THENCE S88 08'05'"W A DISTANCE OF 412.04 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE PROPERTY CONVEYED TO HILLSBOROUGH COUNTY PER OR 11543, PG 1096 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S86 09'50"W A DISTANCE OF 524.85 FEET; THENCE S52 42'11"W A DISTANCE OF 121.37 FEET TO A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF COUNTRY WAY BOULEVARD; SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING AN ARC LENGTH OF 15.00 FEET, A RADIUS OF 2969.24 FEET, A CHORD LENGTH OF 15.00 FEET WHICH BEARS N38 32'15"W, AND A CENTRAL ANGLE (DELTA) OF 00 17'22"; THENCE N52 42'11"E A DISTANCE OF 126,20 FEET; THENCE N86 09'50"E A DISTANCE OF 548.73 FEET; THENCE S48 24'30"W A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.227 ACRES, MORE OR LESS.

UTILITY LICENSE AREA

(DESCRIPTION FROM OFFICIAL RECORD BOOK 13551, PAGE 1319)
A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8, RUN THENCE ALONG THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4 OF SECTION 8, S89 29'25"E A DISTANCE OF 1449.35 FEET TO THE NORTHWEST CORNER OF TECO SUBSTATION SITE "A", AS RECORDED IN OFFICIAL RECORD BOOK 7042, PAGE 798, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID TECO SUBSTATION SITE "A", S00 00'35"W, 270.66 FEET TO THE SOUTHWEST CORNER OF SAID TECO SUBSTATION SITE "A"; THENCE ALONG THE SOUTH BOUNDARY OF SAID TECO SUBSTATION SITE "A", N86 55'09"E A DISTANCE OF 10.63 FEET; THENCE CONTINUE N86 55'09"E A DISTANCE OF 18.46 FEET; THENCE S38 44'06"E A DISTANCE OF 102.22 FEET; THENCE S88 07'49"W A DISTANCE OF 448.89 FEET; THENCE S88 08'05'"W A DISTANCE OF 412.04 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE PROPERTY CONVEYED TO HILLSBOROUGH COUNTY PER OR 11543, PG 1096 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S48 24'30"W A DISTANCE OF 24.50 FEET; THENCE S86 09'50"W A DISTANCE OF 500.97 FEET; THENCE S52 42'11"W A DISTANCE OF 116.46 FEET TO A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF COUNTRY WAY BOULEVARD; SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING AN ARC LENGTH OF 15.00 FEET, A RADIUS OF 2969.24 FEET, A CHORD LENGTH OF 15.00 FEET WHICH BEARS N38 49'38"W, AND A CENTRAL ANGLE (DELTA) OF 00 17'22"; THENCE N52 42'11"E A DISTANCE OF 121.37 FEET; THENCE N86 09'50"E A DISTANCE OF 500.35 FEET; THENCE N48 24'30"E A DISTANCE OF 24.50 FEET; THENCE N86 09'50"E A DISTANCE OF 24.50 FEET; THENCE S48 24'30"W A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.226 ACRES, MORE OR LESS.

EXHIBIT 3

Lease including all amendments thereto and memorandums
(see attachment(s))