

**ASSIGNMENT AND FIRST AMENDMENT OF MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL LAKE MANAGEMENT SERVICES  
(PS-6356-25/LTT)**

**THIS ASSIGNMENT AND FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is to that certain Original Agreement made and entered into on the 4<sup>th</sup> day of April, 2025, by and between, **ENVIRONMENTAL RESEARCH AND DESIGN, INC.**, whose address is 3419 Trentwood Blvd., Suite 102, Belle Isle, Florida 32812, in this Assignment and First Amendment referred to as “**ASSIGNOR**”, **ERD WATER LLC** whose address is 3419 Trentwood Blvd, Belle Isle, Florida 32812, in this Assignment and First Amendment referred to as “**ASSIGNEE**” and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Assignment and First Amendment referred to as “**COUNTY**”.

**WITNESSETH:**



**WHEREAS**, **ASSIGNOR** and **COUNTY** entered into the above-referenced Original Agreement on April 4, 2025, to provide professional lake management services to **COUNTY**; and

**WHEREAS**, on September 29, 2025, **ASSIGNOR** sold to **ASSIGNEE**, and **ASSIGNEE** purchased from **ASSIGNOR**, via a Bill of Sale, all of **ASSIGNOR**’s assets which were utilized in the provision of the lake management services; and

**WHEREAS**, due to **ASSIGNEE**’s acquisition of all of **ASSIGNOR**’s assets, **ASSIGNOR**’s ability to furnish the required lake management services was effectively transferred to **ASSIGNEE**; and

**WHEREAS**, **ASSIGNOR** has requested to formally assign the work under the Original Agreement, effective September 29, 2025, to **ASSIGNEE** and **ASSIGNEE** desires to accept such from **ASSIGNOR**; and

**WHEREAS**, ASSIGNEE is competent and qualified to provide services to the COUNTY according to the terms and conditions stated in the Original Agreement; and

**WHEREAS**, COUNTY, ASSIGNOR, and ASSIGNEE have determined this Assignment of the Original Agreement from ASSIGNOR to ASSIGNEE will best serve the needs of all parties; and

**WHEREAS**, Section 16 of the Original Agreement prohibits the parties from assigning the Original Agreement without written consent of the other party; and

**WHEREAS**, COUNTY and ASSIGNEE also desire to revise Section 31 of the Original Agreement to enable them to continue to enjoy the mutual benefits the Original Agreement provides; and

**WHEREAS**, Section 23 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Assignment and First Amendment, COUNTY, ASSIGNOR and ASSIGNEE agree as follows:

1. The foregoing recitals are true and correct and form a material part of this Assignment and First Amendment upon which the parties have relied.

2. ASSIGNOR hereby assigns all of its rights and obligations in the Original Agreement to ASSIGNEE, effective September 29, 2025.

3. ASSIGNEE hereby accepts this Assignment, assumes all obligations of ASSIGNOR under the Original Agreement and agrees to be bound by the terms and conditions of the Original Agreement, as amended herein, to which ASSIGNOR previously agreed.

4. COUNTY hereby consents to this Assignment between ASSIGNOR and ASSIGNEE.

5. Effective as of the date of September 29, 2025, Section 31 of the Original Agreement is hereby deleted and replaced as follows:

**Section 31. Notices**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Resource Management Department  
1101 E. 1<sup>st</sup> Street  
Sanford, Florida 32771

**With a copy to:**



Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, Florida 32771

**For CONSULTANT:**

ERD Water LLC  
c/o Harvey Harper, Manager  
3419 Trentwood Blvd.  
Belle Isle, Florida 32812

6. Except as modified by this Assignment and First Amendment, all terms and conditions of the Original Agreement remain in full force and effect for the term of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Assignment and First Amendment for the purposes stated above.

ATTEST:

ASSIGNOR

**ENVIRONMENTAL RESEARCH AND  
DESIGN, INC.**

Witness

By: HARVEY H. HARPER III, President

Print Name

Date: \_\_\_\_\_

Witness

Print Name

ATTEST:

ASSIGNEE

**ERD WATER LLC**



By: HARVEY HARPER, Manager

Witness

Print Name

Date: \_\_\_\_\_

Witness

Print Name

*The remainder of this page has been left intentionally blank.*

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance of  
Seminole County only.

Approved as to form and legal sufficiency.

By: \_\_\_\_\_

GLADYS MARROZOS,  
Procurement Administrator

Date: \_\_\_\_\_

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_, regular meeting.



\_\_\_\_\_  
County Attorney

AFL/sfa  
10/03/2025  
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## **ASSET PURCHASE AGREEMENT**

**AGREEMENT** made as of **October 1, 2025**, between ENVIRONMENTAL RESEARCH AND DESIGN, INC., (hereinafter referred to as the "Seller"), and ERD WATER, LLC, a Florida limited liability company, with a place of business located at 3419 Trentwood Blvd. Belle Isle, FL 32812 (hereinafter referred to as the "Purchaser").

**1. SALE OF ASSETS:**

a. The Seller shall sell to the Purchaser as is, where is, free from all liabilities, encumbrances and interests of others, the customer list and intangible assets of the business known as ENVIRONMENTAL RESEARCH AND DESIGN, INC., together with all goodwill, domain names, websites, and phone numbers, all referred to hereinafter as the "Assets," as further defined in Exhibit A.

**2. PURCHASE PRICE:** The purchase price shall be the \$1,273.89 paid from Buyer to Seller in cash at closing.

**3. REPRESENTATIONS BY SELLER:** The Seller warrants and represents the following:

A. It is the owner of and has good and marketable title to all the Assets, free from all encumbrances and interest of others.

B. To its knowledge, it has complied with all laws, rules and regulations of the city, state and federal governments.

C. It has paid all Social Security, withholding, sales, income and unemployment insurance taxes to the city, state and federal governments to date which would become a lien on the Assets.

D. Seller has not entered into any contract or other agreement, whether oral or written, that will be binding upon Purchaser, which have not been disclosed to Purchaser.

E. There are no judgments, liens, actions or proceedings pending against it in any court.

F. Seller is a corporation, duly organized and validly existing and in good standing under the laws of the State of Florida, has all requisite power and authority to consummate the transactions contemplated by this Agreement, and has, by proper corporate proceedings, duly authorized the execution and delivery of this Agreement and the consummation of all transactions contemplated herein.

4. **COVENANTS OF SELLER:** The Seller covenants with the Purchaser as follows:

A. The Bill of Sale, in the form attached hereto as Exhibit "B", to be delivered at the closing will transfer all of the Assets, free of all encumbrances and interest of others. After closing, Seller shall execute and deliver to Purchaser such other instruments of conveyance and transfer and take such further action as Purchaser shall reasonably request in order to convey to Purchaser absolute title to the Assets.

B. The business of the Seller will be conducted up to the date of closing in accordance with all laws, rules and regulations of the city, state and federal governments.

C. (1) At the time of the closing, Seller will have no unpaid creditors including federal, state and local tax liabilities which would leave a lien on the Assets or a claim against Purchaser for the amount of their debt.

(2) Seller shall indemnify, protect and hold harmless the Purchaser, without the execution of any further documents, from and against all losses, damages, injuries, claims, demands and expenses, including reasonable attorneys' fees, for all proceedings, trials and appeals

arising out of or connected with or in any manner related to any action of the Seller, its agents and employees, arising out of transactions entered into or arising out of any statement of facts existing prior to the date of closing hereof, or arising out of any breach of a covenant, representation or warranty of the Seller contained herein, to include, but not be limited to, any product liability claim or breach of warranty, express or implied, arising out of the sales of goods by Seller prior to the date of closing. Purchaser shall be entitled to offset the amount of any such loss, expense or damage actually suffered against any amount owed by the Purchaser to the Seller.

(3) The Purchaser agrees that upon receipt by it of notice of any demand, claim, action or proceedings with respect to any matter as to which the Seller has agreed to indemnify the Purchaser hereunder the Purchaser will immediately give notice thereof in writing to the Seller, together with all details of such demand, assertion, claim, action, or proceeding as the Purchaser shall then have. The Seller shall have the right to contest and defend any demand, claim, action or proceeding with respect to which it has agreed to indemnify the Purchaser under the provisions of this Agreement; provided, however, that:

(a) Notice of the intention to contest shall be delivered to the Purchaser within twenty (20) calendar days from the date of receipt by the Seller of notice of the assertion of such demand, claim, action or proceeding;

(b) The Seller shall pay all costs and expenses, including all attorneys' and accountants' fees and the costs of any bond required by law to be posted in connection with such legal proceeding.

(c) If the Seller does not elect to take any part in any such proceedings, the Seller shall be bound by the results of any lawsuit instituted by the Purchaser, including without limitation any out-of-court settlement.

(d) If the Seller elects to contest any demand or claim, it shall not be obligated to make any payments to the Purchaser with respect thereto until Seller or Purchaser, as the case may be, shall have taken all legal actions possible to avail itself to all legal remedies to which it may be entitled. In any event, the parties agree to cooperate with each other in the pursuit of all legal remedies available.

E. No judgments or liens will be outstanding at the time of the closing against the Seller or against the Assets.

F. The Seller, up to the date of closing, will operate and maintain its business in the regular course, will not violate any contract connected with the business.

G. All representations and warranties made by the Seller shall be true at closing and shall survive the closing and the execution and delivery of any document or instrument in connection therewith.

**5. REPRESENTATIONS BY PURCHASER:** The Purchaser warrants and represents the following:

A. Purchaser has inspected and is familiar with the premises, the physical condition of the Assets and the financial condition of the business being sold hereunder.

B. Purchaser is a Limited Liability Company, duly authorized and a validly existing and in good standing under the laws of the State of Florida, has all requisite power and authority to consummate the transactions contemplated by this Agreement and had by proper corporate proceedings duly authorized the execution and delivery of this Agreement and the consummation of all transactions contemplated herein.

C. The Purchaser covenants that from the date hereof until all remaining payments due under paragraph 1 of this Agreement are made to Seller, unless otherwise consented to in writing by the Seller:

- (1) The Purchaser will maintain its status as a Limited Liability Company in good standing under the laws of the State of Florida and its franchise to do business as a foreign corporation in all other states where in its reasonable judgment its business activities warrant the same.
- (2) The Purchaser will pay all bills as they become due.
- (3) The Purchaser will not sell or otherwise transfer the Assets.
- (4) Purchaser shall indemnify, protect and hold harmless the Seller, without the execution of any further documents, from and against all losses, damages, injuries, claims, demands and expenses, including reasonable attorneys' fees, for all proceedings, trials and appeals arising out of, or connected with, or in any manner related to any action of the Purchaser, its agents and employees, arising out of transactions entered into or arising out of any statement of facts existing subsequent to the date of closing hereof, or arising out of any breach of a covenant, representation or warranty of the Purchaser contained herein, to include, but not be limited to, any product liability claim or breach of warranty, express or implied, arising out of the sales of goods by Purchaser subsequent to the date of closing.

D. All representations and warranties made by the Buyer shall be true at closing and shall survive the closing and the execution and delivery of any document or instrument in connection therewith.

6. **CLOSING:**

A. The closing shall take place at the office of ERD Water LLC., commencing at 11:00 a.m. on **September 29, 2025**, or at such other location as agreed upon by the parties. The parties agree that closing may be conducted separately by Buyer and Seller and the documents executed in counterparts.

B. At the closing, the parties shall execute the following documents and take the actions hereinafter described:

(1) Seller shall execute and deliver a Bill of Sale conveying title to the Assets being sold herein, free and clear of all liens and encumbrances, to the Purchaser.

(2) Purchaser shall tender full payment to Seller.

7. **BROKER:** The parties hereto represent and agree that neither has contacted or used the services of any real estate or business broker or any other person who may claim a commission or compensation as a result of this Agreement and the transactions contemplated by this Agreement. In the event a broker's commission has been earned, the party whose acts resulted in the commission being earned shall indemnify and hold the other party harmless from all loss or damages including attorneys' fees.

8. **NOTICE:** If any party desires to give notice to the other, such notice shall be in writing and be deemed given when deposited in the U.S. mail, postage prepaid, certified mail, addressed to the party intended as follows:

To Seller:

ENVIRONMENTAL RESEARCH AND DESIGN, INC.  
3419 Trentwood Blvd., Belle Isle, FL 32812

To Purchaser:

ERD WATER, LLC  
3419 Trentwood Blvd., Belle Isle, FL 32812

9. **BREACH:** In the event of a default of this Agreement by Purchaser, the Seller shall be entitled to retain all sums paid to it by Purchaser as liquidated damages, as well as any other remedies available at law or in equity to it. Should Seller not comply with this Agreement, the Buyer shall have the right to the return of its earnest money deposit and the right to recover damages or to seek any other remedies at law or in equity available to it.

10. **MISCELLANEOUS:**

- A. This Agreement shall not become effective until it has been executed by all of the parties hereto, but shall be dated for purposes hereof as of the date and year first above written.
- B. This Agreement shall be construed under the laws of the State of Florida.
- C. Time is of the essence.
- D. This Agreement shall be binding upon and inure to the benefit of, respectively, the parties, their successors, legal representatives, grantees and assigns, as applicable and appropriate, of all parties of this Agreement.
- E. This Agreement shall not be construed more strongly against any party, regardless of who was more responsible for its preparation.
- F. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable. If any term of this Agreement shall be held to be invalid or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

G. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument.

H. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of this Agreement, the non-prevailing party will be liable for all reasonable attorney's fees and attorneys' fees on appeal, travel expenses, deposition costs, expert witness expenses and fees, and any other costs of whatever nature reasonably and necessarily incurred by the prevailing party as a necessary incident to the prosecution of defense of such action, plus court costs in all proceedings, trials and appeals.

I. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; this is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach.

J. The covenants, warranties and representations herein contained shall survive the closing of the transaction contemplated hereby.

K. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein.

Signed, sealed and delivered in our presence:

ENVIRONMENTAL RESEARCH AND DESIGN, INC.:

Harvey H. Harper, III  
By: Harvey H. Harper, III

ERD WATER, LLC:

Harvey H. Harper, III  
By: Harvey H. Harper, III

Asset List  
Exhibit A

**Tax Asset Detail 1/01/25 - 6/30/25**

Asset	d	t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
<b>Group: Computer Equipment</b>													
204			Delta Capital - Copier	2/01/96	4,418.90	4,418.90	0.00	4,418.90	0.00	4,418.90	0.00	200DB	5.0
205			Printer	3/01/96	261.82	261.82	0.00	261.82	0.00	261.82	0.00	200DB	5.0
207			AT & T - Mobile Phones	1/01/96	144.79	144.79	0.00	144.79	0.00	144.79	0.00	200DB	5.0
225			HP Color Laser Printer	6/22/00	2,663.77	0.00	0.00	2,663.77	0.00	2,663.77	0.00	200DB	5.0
231			Nikon Camera	3/29/01	1,316.49	1,316.49	0.00	1,316.49	0.00	1,316.49	0.00	200DB	7.0
233			Gateway Computer	6/25/01	1,073.78	1,073.78	0.00	1,073.78	0.00	1,073.78	0.00	200DB	5.0
243			Gateway computer	1/01/03	2,042.62	0.00	612.79	2,042.62	0.00	2,042.62	0.00	200DB	5.0
244			Digital Camera - Best Buy	1/01/03	680.26	0.00	204.08	680.26	0.00	680.26	0.00	200DB	7.0
245			Digital Camera-Circuit City	1/11/03	931.79	0.00	279.54	931.79	0.00	931.79	0.00	200DB	7.0
250			A400 Cannon Digital Camera	2/12/05	179.95	179.95	0.00	179.95	0.00	179.95	0.00	200DB	7.0
251			3200 Nikon Digital Camera	2/12/05	199.95	199.95	0.00	199.95	0.00	199.95	0.00	200DB	7.0
252			Coolpix 220 Digital Camera	2/12/05	129.95	129.95	0.00	129.95	0.00	129.95	0.00	200DB	7.0
253			Overhead Projector	3/31/05	149.95	149.95	0.00	149.95	0.00	149.95	0.00	200DB	7.0
255			Magicolor Printer	8/03/05	379.47	379.47	0.00	379.47	0.00	379.47	0.00	200DB	5.0
260			Gateway Computer & Printer	12/23/07	1,872.13	1,872.13	0.00	1,872.13	0.00	1,872.13	0.00	200DB	5.0
261			Dell Computer	1/29/09	1,104.42	1,104.42	0.00	1,104.42	0.00	1,104.42	0.00	200DB	5.0
262			Dell Computer	12/15/09	1,233.28	1,233.28	0.00	1,233.28	0.00	1,233.28	0.00	200DB	5.0
268			Computers-Best Buy	1/01/12	2,243.00	0.00	1,121.50	2,243.00	0.00	2,243.00	0.00	200DB	5.0
269			Computer	10/13/14	429.99	0.00	215.00	429.99	0.00	429.99	0.00	200DB	5.0
274			Apple Computer	5/16/18	3,616.71	3,616.71	0.00	3,616.71	0.00	3,616.71	0.00	200DB	5.0
276			041818	4/18/18	2,635.26	0.00	2,635.26	2,635.26	0.00	2,635.26	0.00	200DB	5.0
<b>Computer Equipment</b>				<b>27,708.28</b>	<b>0.00c</b>	<b>5,068.17</b>	<b>27,708.28</b>	<b>0.00</b>	<b>27,708.28</b>	<b>0.00</b>	<b>27,708.28</b>	<b>0.00</b>	
<b>Group: Furniture and Fixtures</b>													
18			FILING CABINET	10/15/86	99.00	99.00	0.00	99.00	0.00	99.00	0.00	200DB	7.0
23			MARBLE TABLE	12/15/88	911.34	0.00	0.00	911.34	0.00	911.34	0.00	200DB	7.0
24			OFFICE FURNITURE	3/15/89	294.00	294.00	0.00	294.00	0.00	294.00	0.00	200DB	7.0
26			OFFICE EQUIPMENT	9/15/89	847.95	847.95	0.00	847.95	0.00	847.95	0.00	200DB	7.0
27			COMPUTER FURNITURE	10/15/89	785.40	785.40	0.00	785.40	0.00	785.40	0.00	200DB	7.0
40			CONFERENCE TABLE	7/15/90	369.94	0.00	0.00	369.94	0.00	369.94	0.00	200DB	7.0
41			MAP DRAWER-OFC FURN	7/15/90	459.40	0.00	0.00	459.40	0.00	459.40	0.00	200DB	7.0
42			PHONE SYSTEM	8/15/90	2,625.00	0.00	0.00	2,625.00	0.00	2,625.00	0.00	200DB	7.0
43			DESK	8/15/90	159.00	0.00	0.00	159.00	0.00	159.00	0.00	200DB	7.0
44			CREDENZA	8/15/90	399.00	0.00	0.00	399.00	0.00	399.00	0.00	200DB	7.0
45			MAP FILING CABINET	8/15/90	551.78	0.00	0.00	551.78	0.00	551.78	0.00	200DB	5.0
48			BOOKCASE	10/15/90	115.63	0.00	0.00	115.63	0.00	115.63	0.00	200DB	7.0
49			FILE CABINET	10/15/90	179.14	0.00	0.00	179.14	0.00	179.14	0.00	200DB	7.0
50			CHAIR	10/15/90	347.68	0.00	0.00	347.68	0.00	347.68	0.00	200DB	7.0
51			BOOK TOWER	10/15/90	528.94	0.00	0.00	528.94	0.00	528.94	0.00	200DB	7.0
52			CHAIR	12/15/90	339.83	0.00	0.00	339.83	0.00	339.83	0.00	200DB	7.0
54			POWER STRIP	7/15/91	154.00	0.00	0.00	154.00	0.00	154.00	0.00	200DB	7.0
57			BOOKCASE	11/15/91	155.00	155.00	0.00	155.00	0.00	155.00	0.00	200DB	7.0
59			OFFICE CHAIRS	3/15/91	936.54	0.00	0.00	936.54	0.00	936.54	0.00	200DB	7.0
60			MICRO CASSETTE TRANSC	4/15/91	314.82	0.00	0.00	314.82	0.00	314.82	0.00	200DB	7.0
63			MICRO RECORDER	5/15/92	168.54	168.54	0.00	168.54	0.00	168.54	0.00	200DB	7.0
64			OFFICE CHAIR	5/15/92	126.14	126.14	0.00	126.14	0.00	126.14	0.00	200DB	7.0
65			BOOKCASE	2/15/92	152.64	152.64	0.00	152.64	0.00	152.64	0.00	200DB	7.0

**Tax Asset Detail 1/01/25 - 6/30/25**

Asset	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
<b>Group: Furniture and Fixtures (continued)</b>											
66	DESK	2/15/92	265.00	265.00	0.00	265.00	0.00	265.00	0.00	200DB	7.0
68	FILING CABINET	2/15/92	115.54	115.54	0.00	115.54	0.00	115.54	0.00	200DB	7.0
69	HIGH BACK CHAIR	2/15/92	189.74	189.74	0.00	189.74	0.00	189.74	0.00	200DB	7.0
71	VERTICALS	12/15/92	190.60	190.60	0.00	190.60	0.00	190.60	0.00	200DB	7.0
72	CABINETS	11/15/92	1,378.22	1,378.22	0.00	1,378.22	0.00	1,378.22	0.00	200DB	7.0
73	COMPUTER DESK	6/15/93	726.30	0.00	0.00	726.30	0.00	726.30	0.00	200DB	7.0
78	OFFICE CHAIR	10/15/93	148.39	0.00	0.00	148.39	0.00	148.39	0.00	200DB	7.0
79	AUTOCAD CENTER	12/15/93	610.50	0.00	0.00	610.50	0.00	610.50	0.00	200DB	7.0
81	COMPUTER CENTER	12/15/93	179.14	0.00	0.00	179.14	0.00	179.14	0.00	200DB	7.0
82	DRAFTING S/W -CADO	8/15/94	2,353.00	2,353.00	0.00	2,353.00	0.00	2,353.00	0.00	200DB	7.0
83	TV/VCR	9/15/94	529.99	529.99	0.00	529.99	0.00	529.99	0.00	200DB	7.0
84	EQUIPMENT CART	11/15/94	199.85	199.85	0.00	199.85	0.00	199.85	0.00	200DB	7.0
85	DESK & BOOKCASE	4/15/96	1,509.34	1,509.34	0.00	1,509.34	0.00	1,509.34	0.00	200DB	7.0
86	OFFICE BOOKCASE	8/15/96	1,100.00	1,100.00	0.00	1,100.00	0.00	1,100.00	0.00	200DB	7.0
223	Daves Custom Reception Furniture	2/16/00	5,165.00	5,165.00	0.00	5,165.00	0.00	5,165.00	0.00	200DB	7.0
229	High Back Leather Chair	10/01/00	693.00	693.00	0.00	693.00	0.00	693.00	0.00	200DB	7.0
230	Bookshelves	10/01/00	1,071.00	1,071.00	0.00	1,071.00	0.00	1,071.00	0.00	200DB	7.0
234	Book Shelf	2/12/01	368.00	368.00	0.00	368.00	0.00	368.00	0.00	200DB	7.0
257	Bookcase	9/29/05	109.99	109.99	0.00	109.99	0.00	109.99	0.00	200DB	7.0
258	Chair	9/29/05	146.99	146.99	0.00	146.99	0.00	146.99	0.00	200DB	7.0
264	Baers Furniture	1/17/12	580.97	0.00	290.49	580.97	0.00	580.97	0.00	200DB	7.0
265	Jeromes Furniture	3/14/12	522.98	0.00	261.49	522.98	0.00	522.98	0.00	200DB	7.0
272	Display Equipment	10/01/92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
273	Chair	1/01/92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
<b>Furniture and Fixtures</b>		<b>29,174.25</b>	<b>0.00c</b>	<b>551.98</b>	<b>29,174.25</b>	<b>0.00</b>	<b>29,174.25</b>	<b>0.00</b>	<b>0.00</b>		
<b>Group: Intangibles</b>											
217	Organizational Cost	8/01/97	1,325.00	0.00	0.00	1,325.00	0.00	1,325.00	0.00	Amort	15.00
	<b>Intangibles</b>	<b>1,325.00</b>	<b>0.00c</b>	<b>0.00</b>	<b>1,325.00</b>	<b>0.00</b>	<b>1,325.00</b>	<b>0.00</b>	<b>0.00</b>		
<b>Group: Leasehold Improvements</b>											
1	Plumbing & Electrical	6/15/90	1,392.00	0.00	0.00	1,392.00	0.00	1,392.00	0.00	200DB	7.0
2	Sign -#1668 & #1770	10/15/90	79.50	0.00	0.00	79.50	0.00	79.50	0.00	200DB	7.0
3	Plumbing for new sink	12/15/90	175.00	0.00	0.00	175.00	0.00	175.00	0.00	200DB	7.0
4	Wallpaper	8/15/91	189.66	189.66	0.00	189.66	0.00	189.66	0.00	200DB	7.0
5	Shed	6/15/92	689.00	0.00	0.00	689.00	0.00	689.00	0.00	200DB	7.0
6	Carpeting from reedy	9/15/94	1,229.29	0.00	0.00	1,229.29	0.00	1,229.29	0.00	200DB	7.0
7	Carpeting from Barry	6/15/96	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	0.00	200DB	7.0
8	Carpeting from Barry	7/15/96	3,765.34	0.00	0.00	3,765.34	0.00	3,765.34	0.00	200DB	7.0
238	Air Conditioner - Carpenters App S	6/24/02	5,081.84	0.00	1,524.55	5,081.84	0.00	5,081.84	0.00	200DB	7.0
	<b>Leasehold Improvements</b>	<b>14,601.63</b>	<b>0.00c</b>	<b>1,524.55</b>	<b>14,601.63</b>	<b>0.00</b>	<b>14,601.63</b>	<b>0.00</b>	<b>0.00</b>		

## Tax Asset Detail 1/01/25 - 6/30/25

Asset	d	t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
<b>Group: Machinery and Equipment</b>													
11			Office Vacuum-MBNA	6/15/98	454.74	454.74	0.00	454.74	0.00	454.74	0.00	200DB	5.0
19			Purchases-Chase Gold Visa	1/15/98	1,812.60	1,812.60	0.00	1,812.60	0.00	1,812.60	0.00	200DB	5.0
115			Nanopureii Filter Holder w/ Pump	6/01/87	1,638.00	0.00	0.00	1,638.00	0.00	1,638.00	0.00	200DB	5.0
116			Automatic Collection System	6/01/87	749.07	0.00	0.00	749.07	0.00	749.07	0.00	200DB	5.0
120			Constant Temp Oven	7/01/87	725.00	0.00	0.00	725.00	0.00	725.00	0.00	200DB	5.0
123			Dry Seal Dessicator	8/01/87	567.56	0.00	0.00	567.56	0.00	567.56	0.00	200DB	5.0
125			Chemical Cart	9/01/87	260.40	0.00	0.00	260.40	0.00	260.40	0.00	200DB	5.0
128			Glassware Cart	9/01/87	260.00	0.00	0.00	260.00	0.00	260.00	0.00	200DB	5.0
129			Shaking Water Bath	10/01/87	615.00	0.00	0.00	615.00	0.00	615.00	0.00	200DB	5.0
130			Filter Flourmeter	10/01/87	4,500.00	4,500.00	0.00	4,500.00	0.00	4,500.00	0.00	200DB	5.0
131			Fume Hood with Blower	10/01/87	3,095.00	3,095.00	0.00	3,095.00	0.00	3,095.00	0.00	200DB	5.0
132			Acid Storage Cabinet	10/01/87	1,490.00	1,490.00	0.00	1,490.00	0.00	1,490.00	0.00	200DB	5.0
133			Variable Speed Stirer	10/01/87	949.00	949.00	0.00	949.00	0.00	949.00	0.00	200DB	5.0
134			Flourescent Illuminator	4/01/87	146.94	0.00	0.00	146.94	0.00	146.94	0.00	200DB	5.0
135			Bypass 59 Fume Hood	1/01/88	3,282.35	0.00	0.00	3,282.35	0.00	3,282.35	0.00	200DB	5.0
136			5 Pint Acid Cabinet	1/01/88	1,580.20	0.00	0.00	1,580.20	0.00	1,580.20	0.00	200DB	5.0
137			Stirer	8/01/88	415.80	0.00	0.00	415.80	0.00	415.80	0.00	200DB	5.0
138			Microscope	8/01/88	1,625.00	0.00	0.00	1,625.00	0.00	1,625.00	0.00	200DB	5.0
139			Illuminator	8/01/88	146.94	0.00	0.00	146.94	0.00	146.94	0.00	200DB	5.0
140			Sieve Shaker	8/01/88	697.20	0.00	0.00	697.20	0.00	697.20	0.00	200DB	5.0
141			Model 201 Digital Flourometer	9/01/88	2,150.00	0.00	0.00	2,150.00	0.00	2,150.00	0.00	200DB	5.0
142			Kroy Lettering Machine	9/01/88	421.66	421.66	0.00	421.66	0.00	421.66	0.00	200DB	5.0
143			Mayline Steel Table	9/01/88	549.29	549.29	0.00	549.29	0.00	549.29	0.00	200DB	5.0
145			Top Setting Wading Rod	9/01/88	525.00	525.00	0.00	525.00	0.00	525.00	0.00	200DB	5.0
146			Light Box	11/01/88	256.79	256.79	0.00	256.79	0.00	256.79	0.00	200DB	5.0
147			Equipment	11/01/88	828.00	828.00	0.00	828.00	0.00	828.00	0.00	200DB	5.0
148			Boat	10/01/88	6,784.00	0.00	0.00	6,784.00	0.00	6,784.00	0.00	200DB	5.0
149			200 Gallon Storage Tank	6/01/89	490.57	490.57	0.00	490.57	0.00	490.57	0.00	200DB	5.0
150			Pump Equipment	11/01/89	399.27	399.27	0.00	399.27	0.00	399.27	0.00	200DB	5.0
151			Depth Recorder	4/01/89	319.06	319.06	0.00	319.06	0.00	319.06	0.00	200DB	5.0
152			Dual Channel Recorder	5/01/89	830.34	830.34	0.00	830.34	0.00	830.34	0.00	200DB	5.0
153			Lab Equipment	3/01/90	208.85	208.85	0.00	208.85	0.00	208.85	0.00	200DB	5.0
157			Dredge, Elman Bottom - #1578	8/01/90	279.69	279.69	0.00	279.69	0.00	279.69	0.00	200DB	5.0
158			Trailer	9/01/90	901.00	901.00	0.00	901.00	0.00	901.00	0.00	200DB	5.0
159			Refrigerator	10/01/90	3,122.05	3,122.05	0.00	3,122.05	0.00	3,122.05	0.00	200DB	5.0
161			Lab Balance	12/01/90	1,222.81	0.00	0.00	1,222.81	0.00	1,222.81	0.00	200DB	5.0
162			Generator	9/01/91	528.94	528.94	0.00	528.94	0.00	528.94	0.00	200DB	5.0
164			Weather Station	4/01/92	361.50	361.50	0.00	361.50	0.00	361.50	0.00	200DB	5.0
165			Marketing Display Equipment	4/01/92	1,632.06	1,632.06	0.00	1,632.06	0.00	1,632.06	0.00	200DB	5.0
166			Boat	5/01/92	100.00	100.00	0.00	100.00	0.00	100.00	0.00	200DB	5.0
167			American Sigma Equipment	6/01/92	164.97	0.00	0.00	164.97	0.00	164.97	0.00	200DB	5.0
168			American Sigma Equipment	6/01/92	2,205.19	2,205.19	0.00	2,205.19	0.00	2,205.19	0.00	200DB	5.0
169			5 HP Gas Pump	10/01/92	394.32	394.32	0.00	394.32	0.00	394.32	0.00	200DB	5.0
170			Boat, Motor, Trailer	10/01/92	2,756.00	0.00	0.00	2,756.00	0.00	2,756.00	0.00	200DB	5.0
171			Outboard Motor	11/01/92	200.00	200.00	0.00	200.00	0.00	200.00	0.00	200DB	5.0
172			Sampling Equipment	11/01/92	346.89	346.89	0.00	346.89	0.00	346.89	0.00	200DB	5.0
173			Spectrometer - Down Payment	12/01/92	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	0.00	200DB	5.0
175			Spectrometer	1/01/93	7,595.00	7,595.00	0.00	7,595.00	0.00	7,595.00	0.00	200DB	5.0
176			Acetelyne Burner	1/01/93	616.25	0.00	0.00	616.25	0.00	616.25	0.00	200DB	5.0

## Tax Asset Detail 1/01/25 - 6/30/25

Asset	d	t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
<b>Group: Machinery and Equipment (continued)</b>													
177			Hollow Cathode Lamps	1/01/93	2,016.00	2,016.00	0.00	2,016.00	0.00	2,016.00	0.00	200DB	5.0
180			Freight	1/01/93	234.50	234.50	0.00	234.50	0.00	234.50	0.00	200DB	5.0
181			Sales Tax	1/01/93	1,256.35	0.00	0.00	1,256.35	0.00	1,256.35	0.00	200DB	5.0
182			Turbidity Meter	1/01/93	948.70	0.00	0.00	948.70	0.00	948.70	0.00	200DB	5.0
183			Automatic Samplers ( 2 )	2/01/93	4,430.00	4,430.00	0.00	4,430.00	0.00	4,430.00	0.00	200DB	5.0
184			Pump Banjo	3/01/93	259.46	0.00	0.00	259.46	0.00	259.46	0.00	200DB	5.0
185			Autoclave with Dryer	6/01/93	2,847.30	2,847.30	0.00	2,847.30	0.00	2,847.30	0.00	200DB	5.0
186			Cellular Phone	9/01/93	317.95	0.00	0.00	317.95	0.00	317.95	0.00	200DB	5.0
188			Bases (3)	4/01/94	765.00	765.00	0.00	765.00	0.00	765.00	0.00	200DB	5.0
190			Depth Sensor (1)	4/01/94	845.00	845.00	0.00	845.00	0.00	845.00	0.00	200DB	5.0
191			Horizontal Lay Tank	7/01/94	948.44	948.44	0.00	948.44	0.00	948.44	0.00	200DB	5.0
192			PH / ISE Meter	7/01/94	1,440.01	1,440.01	0.00	1,440.01	0.00	1,440.01	0.00	200DB	5.0
193			Sediment Sample Collector	7/01/94	296.80	296.80	0.00	296.80	0.00	296.80	0.00	200DB	5.0
196			Automatic Sampler	11/01/94	1,992.80	1,992.80	0.00	1,992.80	0.00	1,992.80	0.00	200DB	5.0
197			Microwave Receiver	12/01/94	268.95	268.95	0.00	268.95	0.00	268.95	0.00	200DB	5.0
198			Diving Gear	12/01/94	1,021.65	1,021.65	0.00	1,021.65	0.00	1,021.65	0.00	200DB	5.0
201			Lab Stirrer	2/01/95	1,645.34	1,645.34	0.00	1,645.34	0.00	1,645.34	0.00	200DB	5.0
203			Office Depot - TV	1/01/96	476.99	476.99	0.00	476.99	0.00	476.99	0.00	200DB	5.0
206			Hydrolab - Equipment	1/01/96	7,297.60	7,297.60	0.00	7,297.60	0.00	7,297.60	0.00	200DB	5.0
208			Texas Electronic - Equipment	1/01/96	553.00	553.00	0.00	553.00	0.00	553.00	0.00	200DB	5.0
209			Sears Refrigerator	4/01/96	670.99	670.99	0.00	670.99	0.00	670.99	0.00	200DB	5.0
210			Microscope - Southern Micro	2/01/97	1,950.40	1,950.40	0.00	1,950.40	0.00	1,950.40	0.00	200DB	5.0
212			Lawn Mower	4/01/97	661.44	661.44	0.00	661.44	0.00	661.44	0.00	200DB	5.0
213			Jet Boat	9/01/97	8,443.00	8,443.00	0.00	8,443.00	0.00	8,443.00	0.00	200DB	5.0
215			SOUND ADVICE-CAMCORDER	10/17/98	1,165.89	0.00	0.00	1,165.89	0.00	1,165.89	0.00	200DB	5.0
218			5 HP Honda Pump	6/22/99	687.12	687.12	0.00	687.12	0.00	687.12	0.00	200DB	5.0
221			LI/COR, Inc.	8/02/99	3,613.76	3,613.76	0.00	3,613.76	0.00	3,613.76	0.00	200DB	5.0
224			AV Projector	8/14/00	6,082.28	6,082.28	0.00	6,082.28	0.00	6,082.28	0.00	200DB	5.0
227			Portable Flowmeter	10/04/00	2,860.64	2,860.64	0.00	2,860.64	0.00	2,860.64	0.00	200DB	5.0
228			Portable Pump	10/04/00	895.00	895.00	0.00	895.00	0.00	895.00	0.00	200DB	5.0
232			Tank Trailer	6/25/01	2,564.14	2,564.14	0.00	2,564.14	0.00	2,564.14	0.00	200DB	7.0
235			Water Bath - Fisher Scientific	3/13/01	2,427.60	2,427.60	0.00	2,427.60	0.00	2,427.60	0.00	200DB	7.0
236			Global Level Recorder	8/10/01	906.00	906.00	0.00	906.00	0.00	906.00	0.00	200DB	7.0
237			Lab Refrigerator - 45 Cu. Ft.	10/08/01	2,507.44	2,507.44	0.00	2,507.44	0.00	2,507.44	0.00	200DB	7.0
239			Hydrolab Corp - Quanta System	5/05/02	4,553.50	4,553.50	0.00	4,553.50	0.00	4,553.50	0.00	200DB	7.0
240			Hydrolab - Quanta System	5/09/02	568.00	568.00	0.00	568.00	0.00	568.00	0.00	200DB	7.0
242			Equipment - Hydrolab Corp	11/04/02	5,680.00	5,680.00	0.00	5,680.00	0.00	5,680.00	0.00	200DB	7.0
246			New engine for boat-repairs	4/24/03	9,213.15	0.00	2,763.95	9,213.15	0.00	9,213.15	0.00	200DB	7.0
247			Aluminum boat	5/27/03	8,470.89	0.00	4,235.45	8,470.89	0.00	8,470.89	0.00	200DB	7.0
254			Flow Tracker	5/23/05	8,369.70	8,369.70	0.00	8,369.70	0.00	8,369.70	0.00	200DB	7.0
259			Portable Pump	9/29/05	135.99	135.99	0.00	135.99	0.00	135.99	0.00	200DB	7.0
266			Best Buy Eqpt	2/21/12	793.84	0.00	396.92	793.84	0.00	793.84	0.00	200DB	5.0
267			Best Buy Eqpt	3/14/12	1,605.32	0.00	802.66	1,605.32	0.00	1,605.32	0.00	200DB	5.0
271			50 HP Mercury Motor	2/16/16	3,600.00	0.00	1,800.00	3,600.00	0.00	3,600.00	0.00	200DB	7.0
275			Xxylem Pump	3/29/18	3,520.00	3,520.00	0.00	3,520.00	0.00	3,520.00	0.00	200DB	7.0
277			IN-Situ Water Monitor	5/25/21	4,594.01	0.00	4,594.01	4,594.01	0.00	4,594.01	0.00	200DB	7.0
279			In-Situ	8/27/21	3,923.05	0.00	3,923.05	3,923.05	0.00	3,923.05	0.00	200DB	7.0

**Tax Asset Detail 1/01/25 - 6/30/25**

Asset	d	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
<b><u>Group: Machinery and Equipment (continued)</u></b>												
		<b>Machinery and Equipment</b>		<b>191,525.29</b>	<b>0.00c</b>	<b>18,516.04</b>	<b>191,525.29</b>	<b>0.00</b>	<b>191,525.29</b>	<b>0.00</b>		
<b><u>Group: Software</u></b>												
202	Computer Software	3/01/95	1,007.00	0.00	0.00	1,007.00	0.00	1,007.00	0.00	Amort	3.00	
216	CADD DEVELOPMENT-SOFTW/	10/23/98	457.74	0.00	0.00	457.74	0.00	457.74	0.00	200DB	5.0	
249	Software - Autocad	3/09/04	3,729.83	3,729.83	0.00	3,729.83	0.00	3,729.83	0.00	Amort	3.00	
256	Autocad Software	3/31/05	636.65	636.65	0.00	636.65	0.00	636.65	0.00	Amort	3.00	
		<b>Software</b>		<b>5,831.22</b>	<b>0.00c</b>	<b>0.00</b>	<b>5,831.22</b>	<b>0.00</b>	<b>5,831.22</b>	<b>0.00</b>		
<b><u>Group: Vehicles</u></b>												
9	Nissan 4x4 Pickup	1/15/87	15,204.99	0.00	0.00	15,204.99	0.00	15,204.99	0.00	200DB	5.0	
10	Weld rite trailer hitch	8/15/90	226.69	226.69	0.00	226.69	0.00	226.69	0.00	200DB	5.0	
12	'86 Ford Bronco	9/15/93	3,882.85	0.00	0.00	3,882.85	0.00	3,882.85	0.00	200DB	5.0	
14	Ramlin Trailer	8/15/94	7,632.00	0.00	0.00	7,632.00	0.00	7,632.00	0.00	200DB	5.0	
219	1999 Toyota Landcruiser	5/31/99	51,736.77	12,367.12	0.00	51,736.77	0.00	51,736.77	0.00	200DB	5.0	
226	Greenway Ford	6/10/00	38,851.13	569.31	0.00	38,851.13	0.00	38,851.13	0.00	200DB	5.0	
241	Boat Trailer	8/03/02	758.89	0.00	227.67	756.98	0.00	756.98	1.91	200DB	5.0	
263	Boat Trailer	2/25/10	2,598.60	2,598.60	0.00	2,598.60	0.00	2,598.60	0.00	200DB	5.0	
270	2009 F150 Ford Truck-Recd for ass	4/17/14	25,761.80	0.00	12,880.90	25,613.41	0.00	25,613.41	148.39	200DB	5.0	
280	Toyota Tacoma	2/28/23	14,630.04	0.00	11,704.03	13,225.55	280.90	13,506.45	1,123.59	200DB	5.0	
		<b>Vehicles</b>		<b>161,283.76</b>	<b>0.00c</b>	<b>24,812.60</b>	<b>159,728.97</b>	<b>280.90</b>	<b>160,009.87</b>	<b>1,273.89</b>		
		<b>Grand Total</b>		<b>431,449.43</b>	<b>0.00c</b>	<b>50,473.34</b>	<b>429,894.64</b>	<b>280.90</b>	<b>430,175.54</b>	<b>1,273.89</b>		
		<b>Intangible Assets</b>		<b>1,325.00</b>	<b>0.00c</b>	<b>0.00</b>	<b>1,325.00</b>	<b>0.00</b>	<b>1,325.00</b>	<b>0.00</b>		
		<b>Other Assets</b>		<b>430,124.43</b>	<b>0.00c</b>	<b>50,473.34</b>	<b>428,569.64</b>	<b>280.90</b>	<b>428,850.54</b>	<b>1,273.89</b>		

## Bill of Sale

Know All Men by These Presents, That ENVIRONMENTAL RESEARCH AND DESIGN, INC., of 3419 Trentwood Blvd., Belle Isle, FL 32812, party of the first part, for and in consideration of the sum of on thousand two hundred seventy three dollars and 89/100 (\$1,273.89), lawful money of the United States, to me paid by ERD WATER, LLC, a Florida Limited Liability Company, of 3419 Trentwood Blvd., Belle Isle, FL 32812, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents does grant, bargain, sell, transfer and deliver unto said party of the second part, his heirs, executors, administrators and assigns, the following goods and chattel:

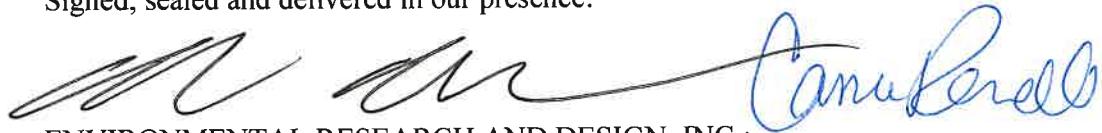
See Attached Exhibit A	
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To Have and to Hold the same unto said party of the second part, his heirs, executors, administrators and assigns forever.

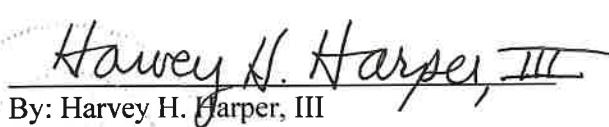
And I do, for myself and my heirs, executors, administrators covenant to and with the said party of the second part, his heirs, executors, administrators and assigns, that I am the lawful owner of the above specified goods and chattels; that they are free from all encumbrances; that I have good right to sell the same, and that I will warrant and defend the sale of said property, goods and chattels hereby made, unto said party of the second part, his heirs, executors and assigns against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, I have hereunto set my hand and seal this 29<sup>th</sup> SEPTEMBER, 2025

Signed, sealed and delivered in our presence:



ENVIRONMENTAL RESEARCH AND DESIGN, INC.:



By: Harvey H. Harper, III