

*Central Lake Community
Development District*

Agenda

May 23, 2023

AGENDA

Central Lake Community Development District

219 E. Livingston Street, Orlando FL, 32801

Phone: 407-841-5524 – Fax: 407-839-1526

May 16, 2023

Board of Supervisors
Central Lake Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Central Lake Community Development District will be held **Tuesday, May 23, 2023 at 8:00 a.m. at the Mission Inn Resort, El Moro Room, 10400 County Road 48, Howey-in-the-Hills, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the August 26, 2022 Meeting
4. Consideration of Agreement with Berger, Toombs, Elam, Gaines and Frank to Provide Auditing Services for the Fiscal Year 2022
5. Consideration of Proposal from Stone & Gerken to Provide District Counsel Services
6. Consideration of Resolution 2023-01 Designating the District's Registered Agent & Office
7. Consideration of Resolution 2023-02 Approving the Proposed Fiscal Year 2024 Budget and Setting a Public Hearing
8. Ratification of Agreements
 - A. Agreement for Water Service with SJ Mission Inn, LLC
 - B. Wastewater Treatment Plant Capacity Reservation and Bulk Treatment Agreement with SJ Mission Inn, LLC
 - C. Water Permit Agreement SJ Mission Inn, LLC
 - D. Sewer Capacity Assignment Agreements (2) with Park Square Enterprises, LLC and Consents by Central Lake CDD
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Presentation of Number of Registered Voters - 0
 - iv. Designation of **November 3, 2023** as Landowners' Meeting Date
10. Supervisors Requests
11. Other Business
12. Next Meeting Date
13. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. S. Flint". The signature is stylized with a large initial "G" and a long horizontal stroke at the end.

George S. Flint
District Manager

Cc: Darrin Mossing, GMS

Enclosures

MINUTES

MINUTES OF MEETING
CENTRAL LAKE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Central Lake Community Development District was held Friday, August 26, 2022 at 8:00 a.m. at the Mission Inn Resort: Legends Ballroom, 10400 County Road 48, Howey-in-the-Hills, Florida.

Present and constituting a quorum were:

Bud Beucher	Chairman
Katie Beucher	Vice Chairman
Michael Clary	Assistant Secretary
Heather Miller	Assistant Secretary
Daniel Parks	Assistant Secretary

Also present were:

George Flint	District Manager
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The following is a summary of the minutes and actions taken at the August 22, 2022 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Beucher called the meeting to order at 8:00 a.m.

SECOND ORDER OF BUSINESS

Public Comment Period

There being no public present the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the June 10, 2022 Meeting

On MOTION by Mr. Clary seconded by Mr. Parks with all in favor the minutes of the June 20, 2022 meeting were approved, as presented.
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FOURTH ORDER OF BUSINESS

Public Hearing

A. Rate Hearing

1. Consideration of Resolution 2022-04 Adopting the Proposed Rates for Fiscal Year 2023

Mr. Flint stated the Board previously approved proposed rates and set today as the public hearing for final consideration. The legal requirements for considering a rate increase are there are two notices in the newspaper, the information is on the District’s website and we also on the last utility bill put the information on there that a proposed rate increase would be considered today. We have met all the legal requirements for noticing. It is a public hearing and as the Chairman indicated there are no members of the public present to provide comment or testimony, so I bring it back to the Board for discussion and consideration. You have Resolution 2022-04 which adopts the new rates and I have handed out a comparison of the existing and proposed rates.

On MOTION by Mr. Beucher seconded by Ms. Beucher with all in favor Resolution 2022-04 Adopting the Proposed Rates for Fiscal Year 2023 was approved.

B. Budget Hearing

1. Consideration of Resolution 2022-05 Adopting the Proposed Budget Fiscal Year 2023 and Relating to the Annual Appropriations

Mr. Flint stated the next public hearing is for consideration of the Fiscal Year 2023 budget. You previously approved a proposed budget and set the public hearing for today. This proposed budget does incorporate the proposed rate increases you just approved and it was advertised in accordance with the statutes. There are no members of the public present to provide comment or testimony.

On MOTION by Ms. Beucher seconded by Mr. Clary with all in favor Resolution 2022-05 Adopting the Proposed Budget Fiscal Year 2023 and Relating to the Annual Appropriations was approved.

Mr. Beucher closed the public hearing.

FIFTH ORDER OF BUSINESS

Review and Acceptance of Fiscal Year 2021 Audit Report

Mr. Flint stated there are no prior year or current year findings or recommendations and it is a clean audit.

On MOTION by Mr. Beucher seconded by Mr. Parks with all in favor the Fiscal Year 2021 audit was accepted and staff's transmittal to the State of Florida was ratified.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. Manager

i. Approval of Check Register

Mr. Flint presented the check register from June 1, 2022 through August 17, 2022 in the amount of \$58,298.86.

On MOTION by Mr. Clary seconded by Mr. Beucher with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the financials was included in the agenda package. No Board action was required.

iii. Approval of Fiscal Year 2023 Meeting Schedule

On MOTION by Ms. Beucher seconded by Ms. Miller with all in favor the notice indicating that the Board will meet on an as needed basis in Fiscal Year 2023 was approved.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Beucher stated the Town has had their minutes posted reflecting the desire for the Town to own and operate a sewer plant. That is a situation that is evolving.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Next Meeting Date

Mr. Flint stated we don't have a meeting date set at this point, but when we need a meeting, I will get with the Chairman and set a date that is acceptable with everybody.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Beucher seconded by Ms. Miller with all in favor the meeting adjourned at 8:13 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

September 25, 2022

Central Lake Community Development District
Governmental Management Services, LLC
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Central Lake Community Development District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2022 and thereafter if mutually agreed upon by Central Lake Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit 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 opinion. 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 auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. 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.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms
Private Companies practice Section

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Central Lake Community Development District
September 25, 2022
Page 2

- 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. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- 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, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, 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 the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.

Central Lake Community Development District
September 25, 2022
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;

Central Lake Community Development District
September 25, 2022
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Central Lake Community Development District's financial statements. Our report will be addressed to the Board of Central Lake Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Central Lake Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Teresa Viscarra. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



Central Lake Community Development District
September 25, 2022
Page 5

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2022 will not exceed \$3,600, unless the scope of the engagement is changed, the assistance which of Central Lake Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Central Lake Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Central Lake Community Development District, of Central Lake Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

Central Lake Community Development District
September 25, 2022
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Central Lake Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Central Lake Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Central Lake Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Central Lake Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Central Lake Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Central Lake Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Central Lake Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this engagement letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Central Lake Community Development District
September 25, 2022
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT
(DATED SEPTEMBER 25, 2022)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of 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; and
- 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 Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor 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.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GMS-SF, LLC
1408 HAMLIN AVENUE, UNIT E
ST. CLOUD, FL 34771
TELEPHONE: 407-841-5524
EMAIL: GFLINT@GMSCFL.COM**

Auditor: J.W. Gaines

District: Central Lake CDD

By: _____



By: _____

Title: Director

Title: _____

Date: September 25, 2022

Date: _____

SECTION V



LEWIS W. STONE
SCOTT A. GERKEN
KEVIN M. STONE
W. GRANT WATSON
KATRINA THOMAS STONE

(352) 357-0330 (Phone)
(352) 357-2474 (Fax)

Central Lake Community Development District

Bud Beucher, Chairman
budbeucher@gmail.com
Mission Inn, Vice President
10400 County Road 48
Howey-in-the-Hills, FL 34737

Proposal - District Counsel

Respondent: Stone & Gerken, P.A.
Date: March 8, 2023

DISTRICT COUNSEL PROPOSAL

It is the pleasure of Stone & Gerken, P.A., to submit this proposal to provide legal counsel for Central Lake Community Development District (the "District").

Stone & Gerken, a Florida professional corporation, was founded in Mount Dora by Lewis Stone and Scott Gerken in 1992. Stone & Gerken represents governments, utilities, public pension plans, businesses, and financial institutions in Lake County and throughout Central Florida. We also represent clients in real estate, construction, and development transactions. As circumstances require, the firm represents clients from each of these practice areas in civil litigation at the trial and appellate levels. The firm presently employs five attorneys, six paralegals, and support staff.

Stone & Gerken has over 25 years of experience representing local government boards and devotes much of its practice to local government law, including representing local governments as general counsel and as special counsel for matters requiring a focused effort. All five of the attorneys of Stone & Gerken do local government work and participate in training relating to various aspects of local government law. Several of our attorneys act or have acted as Special Magistrate or Special Master in city and county hearings and dispute resolution proceedings. We are active in the City, County, and Local Government Law Section of the Florida Bar and the Florida Municipal Attorneys' Association. We also assist clients with interactions with state agencies. All of our attorneys reside in Lake County and are active in their communities.

Stone & Gerken presently provides ongoing general representation to the following clients, among many others:

- Sumter Landing Community Development District
- Village Center Community Development District
- North Sumter County Utility Dependent District
- Brownwood Community Development District
- Wildwood Utility Dependent District
- City of Minneola
- SECO Energy

- City of Eustis Police Pension Board
- City of Eustis Fire Pension Board
- Lady Lake Police Pension Board
- Town of Howey-In-The-Hills Police Pension Board
- City of Umatilla
- City of Eustis Code Enforcement Board
- Lake Technical College / Institute of Public Safety
- Town of Astatula Special Magistrate
- City of Leesburg
- School Board of Lake County (real estate only)

We have provided past or periodic representation to districts, governments and utilities including

- North Lake County Hospital District (litigation counsel)
- Central Lake Community Development District
- Eustis Housing Authority
- City of Wildwood (Special Magistrate – Land Planning Agency, Planning & Zoning and Code Enforcement)
- City of Eustis
- City of Fruitland Park
- St. Johns River Utility Inc

It is anticipated that I, **Kevin M. Stone** (kevin@stoneandgerken.com), will be the point of contact and Primary Attorney, should Stone & Gerken be selected. A material portion of my practice is spent engaged in local government law, specifically with community development districts. I have enclosed my current resume for your review.

The hourly fees for all work performed for the District would be billed in quarter-hour increments at the rates as follows:

Attorney	\$350
(partners of the firm)	
Associate Attorney 1	\$275
(greater than or equal to 5 years experience)	
Associate Attorney 2	\$230
(less than 5 years experience)	
Paralegal	\$150
(any registered or certified paralegal)	
Legal Assistant:	\$110

Beginning on October 1, 2024, and continuing annually on the 1st day of October thereafter, the hourly rate shall increase by a percentage amount equal to the U.S. Consumer Price Index for the preceding year rounded to the nearest \$5.00 increment.

The firm would request cost reimbursement in special circumstances where costs paid by the firm to third parties are the responsibility of the District (e.g., court costs, court reporter fees, record preparation fees, express or certified mail, paper copying, etc.). Travel time is billed at the rates set forth above.

We look forward to the potential opportunity to act as District Counsel for Central Lake Community Development District.

Respectfully Submitted,

/s/ Kevin M. Stone

Kevin M. Stone
For Stone & Gerken, P.A.

Enclosure: Kevin M. Stone Resume

KEVIN M. STONE

4850 N. HWY 19A ♦ MOUNT DORA, FLORIDA 32757 ♦ (352) 455-7031 ♦ KEVIN@STONEANDGERKEN.COM

EDUCATION

UNIVERSITY OF CINCINNATI COLLEGE OF LAW, CINCINNATI, OHIO

Juris Doctorate, 2006, Cum Laude; Cincinnati Law Review; UC Public Interest Fellowship.

MIAMI UNIVERSITY, OXFORD, OHIO

B.S., 2003, Nat'l Merit Scholar; Majors in Decision Sc. (eligible for actuary exams), Marketing; Harrison Scholar

PROFESSIONAL EXPERIENCE

STONE & GERKEN, P.A., MOUNT DORA, FLORIDA, July 2006-Present, Partner

- » Florida Bar Board Certified City County and Local Government Law Attorney representing municipalities, special districts, schools, and private clients. Ties to clients and local officials throughout central Florida.
- » District Counsel for special districts providing governmental services in and for The Villages, Florida.
- » Other current clients (as general counsel) include the City of Umatilla, Lake Technical College; Wildwood Utility Dependent District; North Sumter County Utility Dependent District; Eustis Police Pension Fund; Lady Lake Police Pension Fund; Eustis Firefighters' Pension Fund; Howey-in-the-Hills Police Pension Fund; St. Johns River Utility. Assist in representation of City of Minneola; SECO Energy; Serve as Code Enforcement Special Magistrate to City of Eustis.
- » Served as issuer's/borrower's counsel and supported firm's role as issuer's/borrower's counsel performing due diligence activities in transactions including issuance of taxable and tax-exempt bonds (including revenue and private activity bonds), USDA/RUS debt, private placements, State Revolving Fund, Community Development Block Grant, FAA/FDOT funding, sector-specific secured lines of credit, and traditional borrowing.

STIFEL NICOLAUS, 2005-2006 Special Projects Associate

STATE OF OHIO, HONORABLE GEORGE M. PARKER, 2004-2006, Law Clerk

PROFESSIONAL INVOLVEMENT AND VOLUNTEERISM

- » Member, City County and Local Government Law, Taxation, and Business Law Sections of the Florida Bar
- » Member, National Association of Bond Lawyers
- » Board Member, Innovation Montessori Ocoee and Innovation Montessori High School - present
- » Pro Bono Board Counsel, Educational Foundation of Lake County (2017-present)
- » Member, American Bar Association; section of State and Local Government Law; Business Law Section; ABA Forum on the Construction Industry
- » Florida Bar Small Claims Rules Committee (2016-2022; Vice Chairman 2019-2020; Chair 2021-2022)
- » Florida Bar Joint Subcommittee on Remote Testimony (2021-2022); Bar Covid19 Recovery Task Force (2021-2022)
- » Florida Bar Special Committee on Changes to the Practice of Law (2022-2023)
- » Winner, Florida Bar 2022 President's Award
- » Winner, Florida Bar 2022 Certificate of Meritorious Service

SECTION VI

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. George S. Flint is hereby designated as the Registered Agent for the Central Lake Community Development District.

SECTION 2. The District’s Registered Office shall be located at the office of GMS-CF, LLC, 219 East Livingston Street, Orlando, Florida 32801 whose telephone number is (407) 841-5524.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Lake County, and the Florida Department of Economic Opportunity.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 23rd day of May, 2023.

ATTEST:

**CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SECTION VII

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Central Lake Community Development District (“**District**”) prior to June 15, 2023, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	September 1, 2023
HOUR:	8:00 A.M.
LOCATION:	Mission Inn Resort 10400 County Road 48 Howey-in-Hills, FL 34737

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Lake County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 23rd DAY OF MAY, 2023.

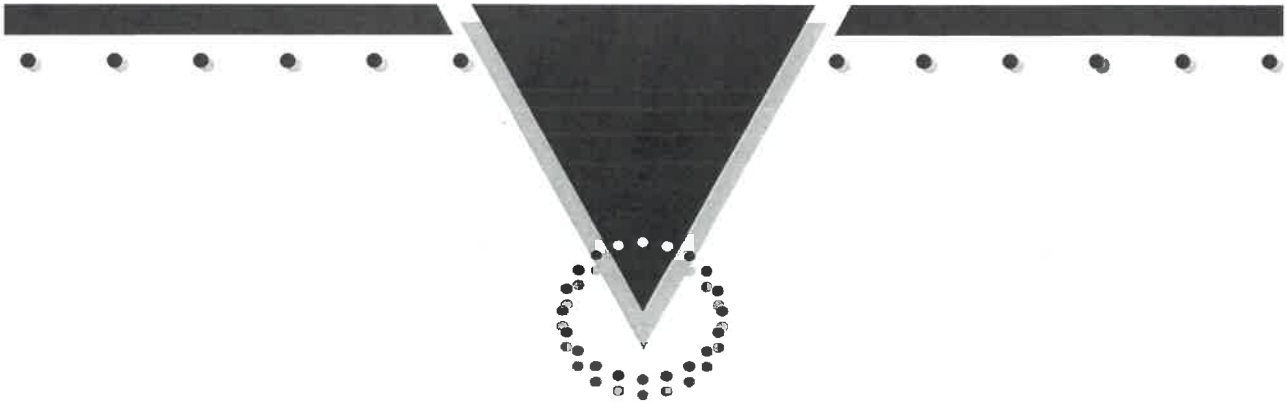
ATTEST:

**CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A: Fiscal Year 2023/2024 Proposed Budget



**Central Lake
Community Development District**

**Proposed Budget
FY 2024**



Table of Contents

1	<u>Water & Sewer Fund</u>
2-5	<u>Water & Sewer Narrative</u>
6	<u>Reservation & Maintenance Fund</u>
7-8	<u>Reservation & Maintenance Narrative</u>

CENTRAL LAKE
Community Development District

Water & Sewer Fund Budget
Fiscal Year 2024

ADOPTED BUDGET FY2023	ACTUAL THRU 04/30/23	NEXT 5 MONTHS	PROJECTED THRU 9/30/23	PROPOSED BUDGET FY2024
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REVENUES:

Water Revenue	\$170,000	\$110,948	\$78,248	\$189,196	\$190,000
Sewer Revenue	\$189,813	\$111,427	\$79,940	\$191,366	\$191,500
Wholesale Sewer Revenue - Lot Closings	\$69,926	\$43,622	\$31,416	\$75,038	\$75,398
Wholesale Sewer Revenue - Boondocks	\$3,888	\$2,268	\$1,620	\$3,888	\$3,888
Wholesale Sewer Revenue - School	\$4,000	\$3,444	\$1,439	\$4,883	\$5,000
Wholesale Sewer Revenue - BishopsGate	\$23,155	\$5,789	\$17,366	\$23,155	\$23,155
Wholesale Sewer Revenue - Mission Carmel	\$17,921	\$0	\$17,921	\$17,921	\$17,921
Mission Inn Irrigation	\$10,000	\$5,912	\$4,223	\$10,135	\$10,000
Las Colinas HOA Irrigation	\$40,000	\$17,903	\$12,787	\$30,690	\$30,000
Miscellaneous Income	\$2,500	\$1,038	\$687	\$1,725	\$2,000
CIAC/Meter Fees	\$25,000	\$149,505	\$0	\$149,505	\$25,000
Interest	\$0	\$65	\$42	\$107	\$0
Carry Forward Surplus	\$0	\$0	\$0	\$0	\$31,440

TOTAL REVENUES	\$556,204	\$451,920	\$245,689	\$697,609	\$605,303
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EXPENDITURES:

Administrative:

Attorney Fees	\$5,000	\$0	\$2,083	\$2,083	\$5,000
Engineering	\$3,500	\$500	\$1,250	\$1,750	\$3,500
Annual Audit	\$3,600	\$0	\$3,600	\$3,600	\$3,600
Management Fees	\$37,132	\$21,660	\$15,472	\$37,132	\$39,360
Information Technology	\$1,800	\$1,050	\$750	\$1,800	\$1,800
Website Maintenance	\$1,000	\$583	\$417	\$1,000	\$1,200
Telephone	\$25	\$0	\$13	\$13	\$25
Postage	\$1,750	\$1,005	\$745	\$1,750	\$1,750
Insurance	\$4,110	\$3,679	\$0	\$3,679	\$4,050
Printing & Binding	\$350	\$71	\$91	\$162	\$350
Legal Advertising	\$1,500	\$0	\$1,500	\$1,500	\$1,500
Office Supplies	\$500	\$61	\$439	\$500	\$500
Property Taxes	\$1,300	\$1,089	\$0	\$1,089	\$1,300
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Other Current Charges	\$3,500	\$82	\$38	\$119	\$3,500

Total Administrative	\$65,242	\$29,956	\$26,396	\$56,352	\$67,610
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Operations:

Electric	\$125,000	\$94,266	\$67,021	\$161,286	\$169,300
Sludge Pumping	\$25,000	\$5,655	\$19,345	\$25,000	\$25,000
Labor	\$8,634	\$5,037	\$3,598	\$8,634	\$8,634
Chemicals	\$13,500	\$6,067	\$7,433	\$13,500	\$13,500
Repairs	\$20,000	\$10,489	\$9,511	\$20,000	\$20,000
Mowing	\$2,000	\$562	\$821	\$1,382	\$2,000
Backup Fuel	\$334	\$0	\$167	\$167	\$334
Property Insurance	\$6,925	\$6,237	\$0	\$6,237	\$9,355
Dues, Licenses & Subscriptions	\$2,500	\$0	\$2,500	\$2,500	\$2,500
Utility Maintenance	\$98,290	\$48,382	\$41,773	\$90,155	\$98,290
Plant Lease	\$188,780	\$95,614	\$68,295	\$163,909	\$188,780
Capital Outlay	\$0	\$21,083	\$0	\$21,083	\$0

Total Operations	\$490,963	\$293,390	\$220,464	\$513,854	\$537,693
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TOTAL EXPENDITURES	\$556,204	\$323,345	\$246,860	\$570,205	\$605,302
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EXCESS REVENUES (EXPENDITURES)	(\$0)	\$128,574	(\$1,171)	\$127,404	\$0
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**CENTRAL LAKE
COMMUNITY DEVELOPMENT DISTRICT
WATER & SEWER BUDGET**

REVENUES:

WATER REVENUE

Represents charges for potable water consumption to the District's utility customers. The fee is based upon adopted rates set by the District's Board of Supervisors.

SEWER REVENUE

Represents charges for wastewater treatment to the District's utility customers. The monthly fee is \$42.10 per residential sewer account for customers connected to potable water and sewer service and \$48.11 per residential account for customers connected only to sewer service.

WHOLESALE SEWER REVENUE

Represents sewer only charged to **Town of Howey in the Hills**, for meter sewer from the **School** based on monthly usage, **Boondocks Restaurant** which pays a flat rate per month and **Bishops Gate** and **Mission Carmel Condominium Association** which pays a flat rate annually.

MISSION INN IRRIGATION

Represents all the irrigation water used for Mission Inn Resort property.

LAS COLINAS HOA IRRIGATION

Currently there are 20 accounts, which represent irrigation water used by the HOA.

MISCELLANEOUS INCOME

Each new account that is added to the Utility System or change in resident is charged an activation fee. The District anticipates 4 new/changed connections for Fiscal Year 2024, and the current rate is \$50 per account. Also, included in this category are the late fee penalties and disconnection fees.

CIAC/METER FEES

Each new account that is added to the Utility System is charged for Contribution in Aid of Construction (CIAC) and a meter fee and the current charges are as follows:

CIAC – Water	\$2,175.00
CIAC – Sewer	\$4,275.00
Meter Fee	\$498.75

EXPENDITURES:

ADMINISTRATIVE:

ATTORNEY FEES

The District's legal counsel, Gonano & Harrell, will be providing general legal services, i.e. attendance and preparation for Board of Supervisors' meetings, review operating and maintenance contracts, etc. The expense will be split 50/50 with the RAM fund.

**CENTRAL LAKE
COMMUNITY DEVELOPMENT DISTRICT
WATER & SEWER BUDGET**

ENGINEERING

The District's Engineer will be providing general engineering services to the District, i.e., attendance and preparation for Board of Supervisors' meetings, review of invoices and requisitions and various projects assigned as directed by the Board of Supervisors and the District Manager.

ANNUAL AUDIT

The District is required by Florida Statutes to contract with an independent certified public account for an audit of its financial records on an annual basis. The District has contracted with Berger, Toombs, Elam, Gaines & Frank for this service.

MANAGEMENT FEES

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reporting, annual audits, etc.

INFORMATION TECHNOLOGY

The District has contracted with Governmental Management Services-Central Florida, LLC for costs related to District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, positive pay implementation and programming for fraud protection, accounting software, Adobe, Microsoft Office, etc.

WEBSITE MAINTENANCE

The District has contracted with Governmental Management Services-Central Florida, LLC for the cost associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

TELEPHONE

Telephone and fax expenses.

POSTAGE

The charges for the mailing of Board meeting agendas, checks for vendors, invoices for utility billing customers and any other required correspondence.

INSURANCE

The District currently has General Liability and Public Officials' coverages with Florida Insurance Alliance (FIA). FIA specialized in providing insurance coverage for governmental agencies. This expense will be split 50/50 with the RAM fund.

PRINTING & BINDING

Printing and binding agenda packages for Board meetings, printing of utility bills, stationary, envelopes, etc.

LEGAL ADVERTISING

The District is required to advertise various notices for Board meetings, public hearings, etc. in a newspaper of general circulation.

**CENTRAL LAKE
COMMUNITY DEVELOPMENT DISTRICT
WATER & SEWER BUDGET**

OFFICE SUPPLIES

The District incurs charges for supplies that may need to be purchased during the fiscal year including copier and printer toner cartridges, paper, pens, file folders, labels, paper clips, binders and other such office supplies.

PROPERTY TAXES

The District currently has two folios with ad valorem taxes that are paid annual to Bob McKee, Lake County Tax Collector. This expense is split 50/50 with the RAM fund.

**Parcel: 2620250003-000-01300
Parcel: 2720250001-000-02400**

DUES, LICENSES & SUBSCRIPTIONS

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175.

OTHER CURRENT CHARGES

Represents bank charges and any other expenses incurred during the fiscal year.

OPERATIONS:

ELECTRIC

The District currently has six (6) accounts with Duke Energy. They are as follows:

Account#	Address	Amount	Amount
9100 8904 1731	26325 Avenida Las Colinas Lift	\$125	\$1,500
9100 8904 1905	10400 County Road 48, Wtr Trmt Plant	\$1,375	\$16,500
9100 8904 2097	26325 Avenida Las Colinas Sewer Plant	\$11,550	\$138,600
9100 8904 2295	10400 County Road 48, Waste Water Plant	\$200	\$2,400
9100 8904 2500	9251 Avenida San Pablo Lift Station	\$35	\$420
9100 8904 2675	26000 Avenida Las Colinas	\$150	\$1,800
	Contingency		\$8,080
Total			\$169,300

SLUDGE PUMPING

The District must have sludge pumped from the plant, transported out for treatment and disposal.

LABOR

The District utilizes employees of Mission Inn Resort to perform various services on behalf of the District.

Description	Monthly Amount	Annual Amount
Onsite Contracted Services	\$720	\$8,634
Total		\$8,634

**CENTRAL LAKE
COMMUNITY DEVELOPMENT DISTRICT
WATER & SEWER BUDGET**

CHEMICALS

The District purchases various chemicals used in conjunction with the wastewater treatment plant from Hawkins, Inc.

REPAIRS

Represents all maintenance and repair work performed in the District water facility.

MOWING

The District utilizes employees of Mission Inn Resort to mow/maintain District property. This expense will be allocated 20% to Water & Sewer and 80% to RAM.

PROPERTY INSURANCE

The District currently has Property coverage with Florida Insurance Alliance (FIA). FIA specialized in providing insurance coverage for governmental agencies. This expense will be split 50/50 with the RAM fund.

DUES & LICENSES

Represents any necessary dues and licenses associated with the operation of the water and wastewater facility.

UTILITY MAINTENANCE

The District will contract with a vendor to service water and wastewater systems to insure reliability. The monthly plant inspection, collection and analysis of samples, well monitoring etc. General Utilities is currently providing these services.

PLANT LEASE

The lease rent paid to Sewer & Water Plant Investments, LLC. Fee is paid as a fixed monthly amount of \$13,659.09, plus year end surplus revenues calculated based upon agreement with the District.

CENTRAL LAKE
Community Development District

Reservation & Maintenance Fund Budget
Fiscal Year 2024

ADOPTED BUDGET FY2023	ACTUAL THRU 04/30/23	NEXT 5 MONTHS	PROJECTED THRU 9/30/23	PROPOSED BUDGET FY2024
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REVENUES:

RAM Sewer Revenue	\$105,792	\$61,500	\$43,900	\$105,400	\$105,360
RAM Water Revenue	\$6,000	\$0	\$0	\$0	\$0
Miscellaneous Income	\$0	\$76	\$25	\$101	\$0
Interest	\$50	\$337	\$200	\$537	\$250
Carry Forward Surplus*	\$40,964	\$11,914	\$0	\$11,914	\$17,121
TOTAL REVENUES	\$152,806	\$73,826	\$44,125	\$117,951	\$122,731

EXPENDITURES:

Administrative:

Attorneys Fees	\$5,000	\$0	\$2,083	\$2,083	\$5,000
Postage	\$150	\$53	\$39	\$92	\$150
Insurance	\$4,110	\$3,679	\$0	\$3,679	\$4,050
Property Taxes	\$1,300	\$1,089	\$0	\$1,089	\$1,300
Other Current Charges	\$500	\$0	\$208	\$208	\$500
Total Administrative	\$11,060	\$4,821	\$2,330	\$7,151	\$11,000

Operations:

Repairs & Maintenance	\$26,000	\$11,237	\$8,050	\$19,288	\$26,000
Mowing	\$8,000	\$2,247	\$3,282	\$5,529	\$8,000
Property Insurance	\$6,925	\$6,237	\$0	\$6,237	\$9,355
Refuse Service	\$1,600	\$1,107	\$791	\$1,898	\$2,200
Operating Supplies	\$8,500	\$0	\$3,542	\$3,542	\$7,500
Permits	\$5,000	\$0	\$5,000	\$5,000	\$5,000
Utility Maintenance	\$32,763	\$16,127	\$13,924	\$30,052	\$32,763
Capital Outlay	\$52,958	\$22,133	\$0	\$22,133	\$20,913
Total Operations	\$141,746	\$59,089	\$34,590	\$93,679	\$111,731

TOTAL EXPENDITURES	\$152,806	\$63,910	\$36,920	\$100,830	\$122,731
EXCESS REVENUES (EXPENDITURES)	\$0	\$9,916	\$7,205	\$17,121	\$0

*Less 1st Quarter Operating

**CENTRAL LAKE
COMMUNITY DEVELOPMENT DISTRICT
RESERVATION & MAINTENANCE BUDGET**

REVENUES:

RAM REVENUE

The District adopted a Reservation and Maintenance Fee ("RAM Fee"). The Sewer RAM fee is \$4.00 per month per equivalent residential connection (ERC) for undeveloped lands within the CDD wastewater service area and undeveloped lands within the Town of Howey-in-the-Hills subject to the Wholesale Wastewater Service Agreement. The Water RAM fee is \$2.00 per month per lot for undeveloped lots within the CDD water service area..

MISCELLANEOUS INCOME

Represents penalties on RAM accounts for late payment of monthly charges. The rate is 1.5% per month on outstanding balances.

INTEREST

The District generates funds off of funds invested with the State Board of Administration.

EXPENDITURES:

ADMINISTRATIVE:

ATTORNEY FEES

The District's legal counsel will be providing general legal services, i.e. attendance and preparation for Board of Supervisors' meetings, review operating and maintenance contracts, etc. The expense will be split 50/50 with the Water & Sewer fund.

POSTAGE

The charges for the mailing of Board meeting agendas, checks for vendors, invoices for utility billing customers and any other required correspondence

INSURANCE

The District currently has General Liability and Public Officials' coverages with Florida Insurance Alliance (FIA). FIA specialized in providing insurance coverage for governmental agencies. This expense will be split 50/50 with the Water & Sewer fund.

PROPERTY TAXES

The District currently has two folios with ad valorem taxes that are paid annual to Bob McKee, Lake County Tax Collector. This expense is split 50/50 with the Water & Sewer fund.

Parcel: 2620250003-000-01300

Parcel: 2720250001-000-02400

OTHER CURRENT CHARGES

Represents bank charges and any other expenses incurred during the fiscal year.

**CENTRAL LAKE
COMMUNITY DEVELOPMENT DISTRICT
RESERVATION & MAINTENANCE BUDGET**

OPERATIONS:

REPAIRS & MAINTENANCE

Represents all maintenance and repair work performed in the facility.

MOWING

The District utilizes employees of Mission Inn Resort to mow/maintain District property. This expense will be allocated 20% to Water & Sewer and 80% to RAM.

PROPERTY INSURANCE

The District currently has Property coverage with Florida Insurance Alliance (FIA). FIA specialized in providing insurance coverage for governmental agencies. This expense will be split 50/50 with the Water & Sewer fund.

REFUSE SERVICE

The District has a contract with Waste Management for the rental of a dumpster.

Account#	Address	Monthly Amount	Annual Amount
16-45237-03006	10400 County Road 48 Treatment Plant	\$158	\$1,898
	Contingency		\$302
Total			\$2,200

OPERATING SUPPLIES

Represents estimated costs of any supplies purchased for onsite operations, repairs and maintenance not included in other budgeted line items.

PERMITS

Represents estimated costs for any permit fees that may be required during the fiscal year.

UTILITY MAINTENANCE

The District will contract with a vendor for service the water system to insure reliability. The monthly plant inspection, collection and analysis of samples, well monitoring etc. General Utilities is currently providing these services.

CAPITAL OUTLAY

Represents estimated costs for capital outlay expenses.

SECTION VIII

SECTION A

AGREEMENT FOR WATER SERVICE

THIS AGREEMENT (the "Agreement") is made as of the 8th day of December, 2022, between **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government of the State of Florida (hereinafter, "Utility"), and **SJ Mission Inn, LLC**, a Mississippi limited liability company (hereinafter, "User"). Utility and User are collectively referred to hereinafter as the "Parties", and each, a "Party."

Recitals

User owns certain real property located in Lake County, Florida, which is more particularly described in Exhibit "A" to this Agreement (the "Property"). Utility operates a water system that provides Potable Water (as defined herein).

Terms and Conditions

In consideration of the commitment of the Utility to provide potable water to User's Property, and of the commitment of the User to pay Utility for the Potable Water used by User's Property, the receipt of sufficiency of such commitments being hereby acknowledged, the Parties agree to the following terms and conditions.

1. **Effective Date.** This Agreement shall be effective on the execution of this Agreement.

2. **Term.** This Agreement shall continue to be effective from the effective date hereof for a term of forty (40) years. The Agreement shall automatically be extended for additional twenty (20) year periods, unless one party provides the other party written notice of its intent to cancel this Agreement at least ninety (90) days prior to the expiration of the then current term.

3. **Provision of Service.** Utility and User acknowledge that pursuant to a prior agreement between the Utility and the owner of the Property that the User paid the applicable contributions in-aid-of construction fees and that the Utility and User constructed the necessary improvements (including meter, pipes and transmission systems) on the Property and Utility's property for Utility's delivery of Potable Water to the Property at the point of delivery set forth on Exhibit "B" to this Agreement (the "Point of Delivery").

Subject to User's compliance with the terms and conditions of this Agreement and the with Operating Policies and Procedures, the Utility hereby agrees to provide Potable Water service to the User for the Property (the "Water Services"). Except as expressly modified by this Agreement, Utility shall provide the Water Services to User in the same manner and with the same priority as Utility provided the same services to the Property prior to the Effective Date. Utility shall take no action or make any modification to the Operating Policies and Procedures that results in a disproportionate negative impact to User relative to Utility's other Potable Water customers.

For purposes herein, (i) "Potable Water" shall mean water which meets all applicable federal, state and local laws, regulations and standards regarding domestic water quality and which is intended for human consumption, as such term is defined in Rule 62-302.530, Florida Administrative Code, as it may be amended from time to time, and (ii) "Operating Policies and Procedures" shall mean such policies and procedure, as may be adopted by the Utility, from time to time, to govern the provision of Potable Water to properties within the Utility's service area.

4. **Service Rates.** The Utility's current Potable Water rates are set forth on Exhibit "C" to this Agreement (the "Service Rates"). The Utility may modify the Service Rates in accordance with the Operating Policies and Procedures. The Service Rates shall apply uniformly to all of the Utility's retail Potable Water customers within the Utility's Service area.

5. **Other Costs and Expenses.** Except for the payment of Service Rates, each Party shall be wholly responsible for and shall pay all of any such Party's costs and expenses incurred in complying with the terms of this Agreement and each Party shall be responsible for operating and maintaining its own water system (e.g., pipes and transmission systems) on its respective side of the Point of Delivery; provided, however, Utility shall be responsible for the repair and maintenance of the Point of Delivery meters.

6. **Applicable Law; Venue.** The terms and provisions of this Agreement shall be governed by the law of Florida. Venue for any dispute arising under this Agreement shall lie exclusively in the courts in and for Lake County, Florida.

7. **Exclusive Provider.** User shall obtain Potable Water for the Property exclusively from the Utility during the Term of this Agreement. The foregoing sentence shall not apply to any period during which there is an uncured event or act of default by Utility under this Agreement.

8. **Compliance with the Law.** The User and the Utility will comply with all applicable laws, rules, regulations and ordinances that shall apply to the conduct of the Parties, regulatory reports, measurement, testing, qualifications of operating personnel, and all other such laws and regulations which may be applicable to the performance of the Parties pursuant to this Agreement.

9. **Cooperation.** The Parties will each cooperate with the other in providing such documents, analyses, test reports, studies and all things reasonably necessary for harmonious and successful compliance with the terms of this Agreement.

10. **Force Majeure.** Throughout the period of time when performance of any provision of this Agreement shall be prevented by occurrences or events wholly outside the control of the Party failing to perform as a result of such occurrence or event ("force majeure"), then such Party shall be excused from performance under the terms of this Agreement, for only that period of time such performance is prevented by force majeure, and during the time which the defaulting Party has made diligent effort to cure such default. With the exception of involuntary

bankruptcy, this provision excusing performance during force majeure shall not apply to the payment of rates as specified by this Agreement.

11. Default. Either party to this Agreement, in the event of or act of default by the other, shall have all remedies available to it under the laws of the state of Florida including but not limited to injunction to prevent default or specific performance to enforce this Agreement.

In the event of a non-monetary default by User, the Utility agrees that it will not discontinue service to User, provided all payments for service required hereunder are made by User and until such time as a court of competent jurisdiction has rendered an adjudication of default. In the event User disputes amounts payable for service pursuant to this Agreement, User shall continue to make such payments under protest or, at the option of User, interplead the disputed amounts into the registry of the appropriate court. Upon resolution of the protest, the Utility shall refund any amounts determined to be overpaid.

Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party (i) ten (10) days from the date of receipt to cure a monetary default and (ii) thirty (30) days from the date of receipt to cure non-monetary defaults (or if the non-monetary default cannot be cured within thirty (30) days, the defaulting party shall commence the cure within such period and shall complete such cure within a reasonable period thereafter).

12. Attorneys' Fees and Costs. The prevailing Party in any action arising under this Agreement shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including appeals (if any), as well as attorneys' fees, costs, and expenses incurred in determining or quantifying the amount of recoverable attorneys' fees and costs, all of which shall only be awarded against Utility to the extent permitted by Section 768.28, Florida Statutes.

13. Notices. All Notices required or authorized under this Agreement shall be given in writing and shall be served by mail or hand-delivery on the Parties at the addresses listed below:

User: SJ Mission Inn, LLC
Attn: Micajah Sturdivant and Dave Jenner
1000 Red Fern Pl
Flowood, MS 39232
E-mail: msturdivant@mmlhg.com and djenner@mmlhg.com

Utility: Central Lake Community Development District
Attn: George Flint, District Manager
219 East Livingston Street
Orlando, FL 32801
E-mail: gflint@gmscfl.com

With a copy to: Mr. Bud Beucher
9551 San Fernando Ct.
Howey In The Hills, FL 34737
E-mail: budbeucher@gmail.com

14. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason thereof, to or for the benefit of any third party not a formal Party hereto.

15. **Effect of Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

16. **Severability.** If any part of this Agreement is found invalid or unenforceable by a court or administrative agency, or by reason of changes in State or Federal laws or regulations, such invalidity or unenforceability shall not affect the other parts of this Agreement, the rights and obligations of the Parties contained herein not materially prejudiced, and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared to be severable.

17. **Assignment.** User shall not assign its rights, duties or obligations under this Agreement without the express written consent of Utility, which consent Utility may withhold in its sole and absolute discretion. Notwithstanding the foregoing, User shall have the right to assign this Agreement without first obtaining Utility's consent to any successor in title to the Property if the User at any time conveys all or substantially all of the Property to another person or entity or any lessee of all or substantially all of the Property or the improvements located thereon.

18. **Public Records.** User shall allow access to all documents, papers, letters, and other materials that are subject to the provisions of, and required to be disclosed pursuant to, Chapter 119, Florida Statutes, and made or received by User in conjunction with this Agreement.

THIS WRITTEN AGREEMENT constitutes the entire agreement between the Parties with respect to its subject matter, and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each Party on the date first written above. Modifications to and waiver of the provisions herein shall be made in writing by the Parties hereto.

UTILITY:

CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT

By: Bud Beucher
Name: Bud Beucher
Title: Chairman

USER:

SJ MISSION INN, LLC

By: _____
Name: _____
Title: _____

UTILITY:

CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Name: _____

Title: _____

USER:

SJ MISSION INN, LLC

By: 

Name: Mifajeh B. Sturdivant, IV

Title: Manager

EXHIBIT "A"

PROPERTY

1. The grass median on Camino Real Blvd (the "Camino Real Grass Median Area").
2. The six (6) clay court tennis courts located adjacent to Hole #18 on the Las Colinas golf course (the "Clay Tennis Courts").
3. The Tennis shop adjacent to the Clay Tennis Courts (the "Tennis Shop").
4. The half-way house after hole #9 on the Las Colinas golf course (the "Hole #9 Half-Way House").
5. The half-way house after holes #7 and #15 on the Las Colinas golf course (the "Holes #7 and #15 Half-Way House").
6. The drinking fountain on hole #4 on the Las Colinas golf course (the "Hole #4 Drinking Fountain").
7. The guard entry gate building at the Mission Inn's entry off of County Road 48 (the "Guard Gate").

User shall notify Utility in writing if any of the above areas are no longer being utilized or operated by User, and in such case, such applicable area shall no longer be part of this Agreement.

EXHIBIT "B"
POINT OF DELIVERY



The Point of Delivery is the area circled in "orange" above. Utility shall be responsible for all pipes and transmission systems from the Utility's Water Plant to such Point of Delivery and furthermore, Utility shall be responsible for all pipes and transmission systems from such Point of Delivery to the connection point with each of the Property areas.

EXHIBIT "C"

SERVICE RATES

1. Attached as Exhibit "C-1" is the Utility's current Service Rates. Note, the Utility offers a reduced Service Rate (see the "Los Colinas Irrigation Water Charge" rate) for the Camino Real Grass Median Area and the Clay Tennis Courts.
2. User and Utility acknowledge and agree that the Service Rates categories for the Property are as follows:
 - a. Camino Real Grass Median Area. This area is metered and the service rate is calculated based on the "Los Colinas Irrigation Water Charge" rate.
 - b. Clay Tennis Courts. This area is not metered, but the agreed to estimated usage is 146,000 gallons per month, and the service rate is calculated based on the "Los Colinas Irrigation Water Charge" rate.
 - c. Tennis Shop. This area is not metered and therefore, the service rate shall be the minimum "Retail Potable Water Usage Charge" amount.
 - d. Hole #9 Half-Way House. This area is not metered and therefore, the service rate shall be 2.5 x the minimum "Retail Potable Water Usage Charge" amount.
 - e. Holes #7 and #15 Half-Way House. This area is not metered and therefore, the service rate shall be 2.5 x the minimum "Retail Potable Water Usage Charge" amount.
 - f. Hole #4 Drinking Fountain. This area is not metered and therefore, the service rate shall be the minimum "Retail Potable Water Usage Charge" amount.
 - g. Guard Gate. This area is not metered and therefore, the service rate shall be the minimum "Retail Potable Water Usage Charge" amount.

Exhibit "C-1"

Central Lake Community Development District Fiscal Year 2023 Adopted Water and Wastewater Rate Schedule ¹ Effective: October 1, 2022			
User Rates, Fees & Charges		Adopted Water	Adopted Wastewater
Retail Potable Water Usage Charge per 1,000 Gallons (per ERC) - monthly			
Block 1 Charge	0 - 8,600 gallons	\$18.87 Minimum Charge	
Block 2 Charge	8,601 - 20,000 gallons	\$ 3.52	
Block 3 Charge	20,001+ gallons	\$ 7.16	
Retail Wastewater Usage Charge (per ERC) - monthly			
Individually Metered Residential Service (Water & Wastewater Customers)			\$ 42.10
Individually Metered Residential Services (Wastewater Only Customers)			\$ 48.11
CIAC - Water		\$ 2,175.00	
CIAC - Wastewater			\$ 4,275.00
Reservation and Maintenance Fee ⁴ - monthly		\$ 2.00	\$ 4.00
Meter Fee		\$ 498.76	
Meter Fee (Radio Read)			
3/4"		\$ 850.00	
1"		\$ 950.00	
Larger Meters = Cost + 15%		TBD	
Wholesale Potable Water Usage Charge per 1,000 Gallons ² - monthly			\$ 2.21
Mission Inn Wastewater Charge - monthly			\$ 4,330.18
Lee Collins Irrigation Water Charge - monthly		\$17.64 Minimum Charge	
Flat rate per 1,000 gallons		\$ 2.58	
Miscellaneous Fees and Charges		Fee	
Account Activation Fee - Initial		\$ 50.00	
Turn On/Turn Off Fees		\$ 150.00	
Illegal Connection Removal Fee		\$ 200.00	
Dishonored Check Fees			
Checks up to \$50.00		\$ 25.00	
\$50.01 to \$300.00		\$ 30.00	
\$300.01 to \$800.00		\$ 40.00	
\$800.01 and over		5% of face value	
Meter Testing Fee ³		\$ 85.00	

¹All fees and charges for service are due and payable on the date indicated on the customers bill. An account shall be deemed delinquent 21 days from the date of the billing and shall accrue interest at the rate not to exceed eighteen percent (18%) compounded annually, or the maximum rate then permitted by law, whichever is greater. Delinquency may also result in the discontinuance of service and turn on/turn off charges.

²Pursuant to Section 7 of the Wholesale Wastewater Services Agreement Dated August 7, 2007.

³In the event the meter is found to be faulty, the fee will be refunded to the customer.

⁴Applies to undeveloped lands within COD service area and undeveloped lands within the Town of Howey in the Hills subject to the Wholesale Wastewater Service Agreement Dated August 7, 2007. Fee is effective April 1, 2016.

SECTION B

**WASTEWATER TREATMENT PLANT CAPACITY
RESERVATION AND BULK TREATMENT AGREEMENT**

THIS AGREEMENT (the "Agreement") is made as of the 8th day of December, 2022, between **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government of the State of Florida (hereinafter "Utility"), and **SJ MISSION INN, LLC**, a Mississippi limited liability company (hereinafter "User"). Utility and User are collectively referred to hereinafter as the "Parties," and each, a "Party."

Recitals

User is a golf resort located in Lake County, Florida d/b/a Mission Inn Resort & Club, with 176 hotel rooms, two (2) golf courses, a golf clubhouse, fitness center, restaurants, conference center, meeting rooms, and a spa (collectively, the "Resort"). Utility operates a sanitary sewer facility. Utility desires to provide to User bulk treatment of the wastewater discharge from User's Resort at a bulk treatment rate for that service.

Terms and Conditions

In consideration of the commitment of the Utility to receive and treat the wastewater of the User, and of the commitment of the User to pay-for the treatment of the wastewater by the User, the receipt and sufficiency of such commitments being hereby acknowledged, the parties agree to the following terms and conditions.

1. **Effective Date.** This Agreement shall be effective on the execution of this Agreement.

2. **Term.** This Agreement shall continue from the effective date hereof for a term of twenty (20) years. The Agreement shall automatically be extended for additional ten (10) year periods, unless one party provides the other party written notice of its intent to cancel this Agreement at least ninety (90) days prior to the expiration of the then current term.

3. **Capacity Reservation and Bulk Treatment.** The Utility agrees to reserve for the use of the User's Resort, wastewater treatment capacity of 65,000 gallons per day (GPD) (the "Initial Capacity Reservation"). Utility and User acknowledge that as of the date of this Agreement, no meter has been installed to measure the actual gallons per day flow, but that the Initial Capacity Reservation is Utility's estimate of the average GPD of wastewater treatment capacity utilized by the Resort over the twelve (12) consecutive month period prior to the date of this Agreement. In the event a meter is installed pursuant to Section 4 herein and the meter readings show that the average GPD of wastewater treatment capacity (as measured over the initial twelve consecutive month period after the date of installation of the meter) (the "New Metered Capacity Amount") for the Resort is more than the Initial Capacity Reservation, and provided that User has not constructed any major expansion of the Resort's facilities from what existed as of the date of this Agreement (e.g., no addition expanding the

capacity of the Resort as described in the Recitals set forth above and as existing on the date of this Agreement), then the Initial Capacity Reservation shall be adjusted to the New Metered Capacity Amount but such adjustment shall not trigger an increase in the service rate under Section 5.

Subject to the above paragraph, the Utility further agrees to supply User up to an additional one hundred thousand (100,000) GPD of wastewater treatment capacity under the following terms:

- (A) User shall give Utility one (1) year written notice of the amount of additional wastewater treatment capacity that User is requesting;
- (B) Utility shall have one (1) year from receiving User written notice to permit, construct and put in the additional wastewater treatment capacity being requested; and
- (C) Upon Utility's completion of construction and prior to Utility reserving the additionally requested wastewater treatment capacity for User, User shall purchase this additional capacity for an amount equal to Utility's cost of constructing the additionally requested wastewater treatment capacity.

4. **User's Connection.** User shall, at its sole expense, install and maintain the appropriate pumps and pipes to connect the wastewater sewer to the Utility's system at the locations set forth on Exhibit "A". At Utility's written request, User shall grant to Utility an easement over and across those portions of the Resort necessary for any construction, installation, repair, relocation, and/or maintenance of any necessary Utility's systems. At either Utility's or User's written request, an appropriate meter shall be installed by User to measure the flow. The meter shall be maintained by User but shall be accessible to both parties for meter readings.

5. **Service Rates for Wastewater Treatment.** The service rates for wastewater treated by the Utility pursuant to the initial capacity reservation and treated pursuant to any additional capacity purchased by the User shall be as follows: (1) The initial rate to be charged for the Initial Capacity Reservation of wastewater transmitted by the User for treatment shall be \$4,330.18 per month, (2) the additional service rate charges set forth on Exhibit "B", and (3) any additional capacity purchased by User shall be at the initial rate as adjusted below, plus an amount mutually agreed upon by the parties for the additional capacity, this agreed to amount shall not exceed the then current adjusted initial rate on a per 1,000 gallons per day reserved capacity basis for each 1,000 gallons per day of additional capacity less 5%. Payment of the service rate shall be due within ten (10) days after receipt of a monthly invoice from Utility.. The initial rate for Subparagraph 5(1) above was \$3,300/month and was calculated in 2002 on a per hotel room rate based on 176 hotel rooms at \$25.00 a month and discounted by 25%. Annually, three months prior to the anniversary of the effective date of this

Agreement, the parties will, upon mutual agreement, adjust the service rate under Subparagraphs 5(1) and (3) to reflect any increase in the actual cost of treatment. If the parties fail to agree, the service rate will be adjusted by application of the following formula (the "CPI Formula"):

$$BF = BF_0 (C \div C_0)$$

where

BF_0 = Base fee

BF = Adjusted base fee

C_0 = Consumer Price Index for All Urban Consumers (U.S. City Average) as published by U.S. Department of Labor Statistics in the CPI Detailed Report for the month three (3) months prior to the District beginning service under this Agreement.

C = Consumer Price Index for All Urban Consumers (U.S. City Average) as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month three (3) months prior to the beginning of the period for which an adjusted base fee is being calculated.

Notwithstanding anything to the contrary set forth herein, in the event that the Utility shall conduct a rate study to determine its retail, wholesale, and bulk service rates for the Utility's customers, (i) then such bulk rate determined by the study shall apply to the User (provided that such bulk rate is less than the retail service rate charged to the Utility's retail customers), and (ii) thereafter, such new bulk service rate for User shall be adjusted annually by the CPI Formula above. The rate study shall be conducted by an independent third-party firm specializing in wastewater rate studies that is mutually acceptable User and Utility.

6. Wastewater Quality.

A. The User shall undertake customary industry procedures necessary in the inspection, policing, and regulation of all wastewater introduced into the User's wastewater collection systems, to ensure that the quality of raw wastewater transmitted by the User to the Utility shall not exceed the following criteria (the "Normal Operating Criteria"):

- | | | |
|-----|-------------------|----------|
| (1) | BOD | 350 ppm |
| | TSS | 350 ppm |
| | Fats, Oil, Grease | 50 ppm |
| | Hydrogen, Sulfide | 3.00 ppm |
- (2) In addition, the wastewater shall not contain the following pollutants:

- (a) Pollutants which create a fire or explosion hazard.
- (b) Pollutants which will cause corrosive structural damage, but in no case discharges with pH lower than 5.5 or higher than 9.5.
- (c) Solid or viscous pollutants in amounts which will cause interference with the operation of the treatment facilities.
- (d) Any pollutant, including oxygen-demanding pollutants (BOD, etc.) released in a discharge of such volume or strength as to cause interference in the treatment facilities.
- (e) Heat in amounts which will inhibit biological activity in the treatment facilities resulting in interference, but in no case heat in such quantities that the temperature at the treatment plant influent exceeds forty (40) degrees centigrade (one hundred four (104) degrees Fahrenheit).

(3) If the quality of raw wastewater transmitted by the User to the Utility shall exceed the criteria under the Normal Operating Criteria, then (i) User shall make an immediate effort to eliminate the cause of the violation in a timely manner, (ii) to protect the Utility's system and facilities, concentrations in excess of the limits and constituents defined below shall not be allowed, and (iii) the terms and conditions of Subparagraph 5B shall apply, including surcharges. .

Antimony	1.00 ppm	Tin	5.00 ppm
Arsenic	0.25 ppm	Zinc	1.00 ppm
Barium	10.00ppm	Total Metals	10.00 ppm
Beryllium	0.25 ppm	Fats, Oil and Grease	100.00 ppm
Boron	1.00 ppm	Iodine	10.00 ppm
Cadmium	0.70 ppm	Benzene compounds	5.00 ppm
Total Chromium	1.00 ppm	Carbon tetrachloride	10.00 ppm
Cobalt	0.30 ppm	Chloroethylene compounds	10.00 ppm

Copper	2.00 ppm	Chloroethene compounds	5.00 ppm
Cyanide	0.50 ppm	Chloroethane compounds	10.00 ppm
Lead	0.40 ppm	Chloroform	10.00 ppm
Lithium	0.03 ppm	Pentachlorophenol	10.00 ppm
Manganese	1.50 ppm	Total Phenol	0.50 ppm
Mercury	0.005 ppm	Hydrogen Sulfide	6.00 ppm
Nickel	0.70ppm	COD	600 ppm
Selenium	0.50 ppm	BOD	600 ppm
Silver	0.50 ppm	TSS	600 ppm

B. In the event that the User transmits to the Utility wastewater which exceeds the limits for 5-day biochemical oxygen demands (BOD), total suspended solids (TSS), Fats, Oils and Grease or Hydrogen Sulfide, then the Utility may estimate the total volume of wastewater not meeting the requirements of subparagraph A above, and assess and collect a surcharge from the User as follows:

BOD or TSS (whichever is higher)

350 - 400 ppm	-	\$ 0.50/1000 gal
400 - 450 ppm	-	\$ 1.25/1000 gal
450 - 500 ppm	-	\$ 3.15/1000 gal
500 - 550 ppm	-	\$ 7.95/1000 gal
550 - 600 ppm	-	\$ 20.00/1000 gal

Fats, Oils and Grease	-	\$ 0.10/1000 gal
Hydrogen Sulfide	-	\$ 0.20/1000 gal

These rates shall be adjusted annually on the anniversary date of this Agreement by the Consumer Price Index in the same manner as service rates are adjusted in paragraph 5 hereof.

(1) If the Utility seeks to invoke the remedy specified herein for violation of the wastewater strength quality standards, set forth in subparagraph A above, the Utility shall provide written Notice to the User within five (5) work days of the test or event which showed the wastewater quality violation. If written Notice is not given within this time, then such violation is deemed waived.

(2) The User, upon receiving the Notice authorized by subparagraph 6B(1) shall have seven (7) work days within which to respond to said Notice. If no response to the Notice is received within seven (7) work days, the Parties shall conclusively presume that the violation of wastewater quality standards alleged in the Notice is accurate and correct and that the User must undertake immediate steps to correct the wastewater quality so that such wastewater shall conform to the standards set forth in Paragraph 6A hereof.

7. Resolution of Disputes Involving Raw Wastewater Quality. In the event of a dispute between the Parties regarding a Notice of deficiency or violation involving wastewater quality, the Parties shall put forth a good faith effort to resolve such dispute by informal mediation prior to the initiation of a lawsuit regarding the dispute. Such informal mediation shall minimally include written notice from the complainant-Party to the other Party which notice must provide an opportunity to conduct an in-person meeting of the Parties to resolve the dispute. In the event the complainant-Party does not receive written response from the other Party within ten (10) business days of such written notice and opportunity for an in-person meeting, this provision shall be deemed satisfied, and the complainant-Party may take such measures to resolve the dispute as allowed by the Laws of the State of Florida.

8. Costs and Expenses. Except for rates for service or the purchase of wastewater plant capacity, each Party shall be wholly responsible for and shall pay all of any such Party's costs and expenses incurred in complying with the terms of this Agreement, except User shall pay all costs and expenses incurred by Utility in connection with a wastewater quality violation; provided, if Utility charges a surcharge under Subparagraph 5(B) for a wastewater quality violation, then User shall have no obligation to pay any other costs and expenses incurred by Utility in connection with a wastewater quality violation.

9. Applicable Law; Venue. The terms and provisions of this Agreement shall be governed by the law of Florida. Venue for any dispute arising under this Agreement shall lie exclusively in the courts in and for Lake County, Florida.

10. Exclusive Provider. User shall obtain wastewater service to the Resort exclusively from the Utility during the Term of this Agreement. Wastewater received by the Utility from User shall be deemed to be the property of the Utility.

11. Compliance with the Law. The User and the Utility will comply with all applicable laws, rules, regulations and ordinances that shall apply to the conduct of the Parties,

treatment of wastewater, manning of facilities, regulatory reports, measurement, testing, qualifications of operating personnel, and all other such laws and regulations which may be applicable to the performance of the Parties pursuant to this Agreement.

12. **Cooperation.** The Parties will each cooperate with the other in providing such documents, analyses, test reports, studies and all things reasonably necessary for harmonious and successful compliance with the terms of this Agreement.

13. **Force Majeure.** Throughout the period of time when performance of any provision of this Agreement shall be prevented by occurrences or events wholly outside the control of the Party failing to perform as a result of such occurrence or event ("force majeure"), then such Party shall be excused from performance under the terms of this Agreement, for only that period of time such performance is prevented by force majeure, and during the time which the defaulting Party has made diligent effort to cure such default. With the exception of involuntary bankruptcy, this provision excusing performance during force majeure shall not apply to the payment of rates as specified by this Agreement.

14. **Default.** Subject to the provisions of Section 7 herein, either party to this Agreement, in the event of or act of default by the other, shall have all remedies available to it under the laws of the state of Florida including but not limited to injunction to prevent default or specific performance to enforce this Agreement; provided in no event shall a party be responsible for any special, indirect, consequential or punitive damages.

In the event of a non-monetary default by User, the Utility agrees that it will not discontinue service to User except in the case of an emergency resulting from a substantial and material default under Section 6 of this Agreement, provided all payments for service required hereunder are made by User and until such time as a court of competent jurisdiction has rendered an adjudication of default or the default has been resolved as provided in this Agreement. In the event User disputes amounts payable for service pursuant to this Agreement, User shall continue to make such payments under protest. Upon resolution of the protest, the Utility shall refund any amounts determined to be overpaid.

Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party (i) ten (10) days from the date of receipt to cure a monetary default and (ii) thirty (30) days from the date of receipt to cure non-monetary defaults (or if the non-monetary default cannot be cured within thirty (30) days, the defaulting party shall commence the cure within such period and shall complete such cure within a reasonable period thereafter).

15. **Attorneys' Fees and Costs.** The prevailing Party in any action arising under this Agreement shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including appeals (if any), as well as attorneys' fees, costs, and expenses incurred in determining or quantifying the amount of recoverable attorneys' fees and costs, all of which shall only be awarded against Utility to the extent permitted by Section 768.28, Florida Statutes.

16. **Notices.** All Notices required or authorized under this Agreement shall be given in writing and shall be served by mail or hand-delivery on the Parties at the addresses

listed below:

User: SJ MISSION INN, LLC
Attn: Micajah Sturdivant and Dave Jenner
1000 Red Fern Pl
Flowood, MS 39232
E-mail: msturdivant@mihg.com and djenner@mihg.com

Utility: Central Lake Community Development District
Mr. Bud Beucher
219 East Livingston Street
Orlando, Florida 32801
E-mail: budbeucher@gmail.com

with a copy to: George S. Flint
District Manager
Central Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801
E-mail: gflint@gmscfl.com

17. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason thereof, to or for the benefit of any third party not a formal Party hereto.

18. **Effect of Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

19. **Severability.** If any part of this Agreement is found invalid or unenforceable by a court or administrative agency, or by reason of changes in State or Federal laws or regulations, such invalidity or unenforceability shall not affect the other parts of this Agreement, the rights and obligations of the Parties contained herein not materially prejudiced, and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared to be severable.

20. **Assignment.** User shall not assign its rights, duties or obligations under this Agreement without the express written consent of Utility, which consent Utility may withhold in its sole and absolute discretion. Notwithstanding the foregoing, User shall have the right to assign this Agreement without first obtaining Utility's consent to the new owner of the Resort if the User at any time conveys all or substantially all of the Resort to another person or entity.

21. **Public Records.** User shall allow access to all documents, papers, letters, and other

materials that are subject to the provisions of Chapter 119, Florida Statutes, and made or received by User in conjunction with this Agreement.

THIS WRITTEN AGREEMENT constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements between the Parties on the same subject matter, and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each Party on the date first written above. Modifications to and waiver of the provisions herein shall be made in writing by the Parties hereto.

UTILITY:

CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT

By: Bud Beaver
Name: Bud Beaver
Title: Chairman

USER:

SJ MISSION INN, LLC

By: _____
Name: _____
Title: _____

materials that are subject to the provisions of Chapter 119, Florida Statutes, and made or received by User in conjunction with this Agreement.

THIS WRITTEN AGREEMENT constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements between the Parties on the same subject matter, and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each Party on the date first written above. Modifications to and waiver of the provisions herein shall be made in writing by the Parties hereto.

UTILITY:

CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

USER:

SJ MISSION INN, LLC

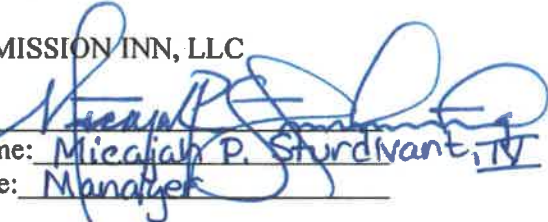
By: 
Name: Micajah P. Sturdvant, IV
Title: Manager

EXHIBIT "A"

User Connection Locations



The Point of Connection for the Resort (i.e., hotel, restaurants, clubhouse, Spa and meeting areas) is the area circled in "orange" above. Utility shall be responsible for all pipes and transmission systems from the Utility's Wastewater Plant to such Point of Connection and User shall be responsible for all pipes and transmission systems from such Point of Connection to each area of the Resort.

The Point of Connection for the Tennis Shop and Guard Gate is the point located one (foot) from the outer edge of the Tennis Shop and Guard Gate. Utility shall be responsible for all pipes and transmission systems from the Utility's Wastewater Plant to such Point of Connection and User shall be responsible for all pipes and transmission systems from such Point of Connection to the Tennis Shop and Guard Gate.

EXHIBIT "B"

ADDITIONAL SERVICE RATE CHARGES

1. User and Utility agree that additional service rates shall be charged for the following specific areas of the Resort:
 - a. The Tennis shop adjacent to the Clay Tennis Courts (the "Tennis Shop"). Monthly service rate shall be equal to the Utility's Retail Wastewater Charge (as defined below).
 - b. The guard entry gate building at the Mission Inn's entry off of County Road 48 (the "Guard Gate"). Monthly service rate shall be equal to the Utility's Retail Wastewater Charge.
 - c. The Spa Marbella (the "Spa"). The Monthly service rate shall be \$300, and shall be adjusted annually per the CPI Formula in Section 5 of the Agreement.
2. For purposes herein, the term "Retail Wastewater Charge" shall mean the then current amount set forth in the Utility's service rate schedule for the category of Retail Wastewater Usage Charge (per ERC) – monthly, individually metered residential service (Water & Wastewater Customers). Such current amount is \$42.10 pursuant to the Utility's service rate schedule attached as Exhibit "B-1".
3. User shall notify Utility in writing if any of the above areas are no longer being utilized or operated by User, and in such case, such applicable area shall no longer be part of this Agreement.
4. User and Utility agree that User shall have the right (at its discretion or if required by law) to add the following two (2) additional areas to the scope of Exhibit "B", Section 1 above: (a) the half-way house after hole #9 on the Las Colinas golf course (the "Hole #9 Half-Way House") and (b) the half-way house after holes #7 and #15 on the Las Colinas Half course (the "Holes #7 and #15 Half-Way House"). In such case, the monthly service rate for the Hole #9 Half-Way House shall be equal to 2.5X the Utility's Retail Wastewater Charge and the monthly service rate for Holes #7 and #15 Half-Way House shall be equal to 2.5X the Utility's Retail Wastewater Charge. To offset any installation costs incurred by User to connect the above half-way houses to the Utility's system, the Utility will reimburse User for such installation costs through credits against the Retail Wastewater Charges due for the above half-way houses until such installation costs have been fully reimbursed.

Exhibit "B-1"

Central Lake Community Development District Fiscal Year 2023 Adopted Water and Wastewater Rate Schedule ¹ Effective: October 1, 2022			
User Rates, Fees & Charges		Adopted Water	Adopted Wastewater
Retail Potable Water Usage Charge per 1,000 Gallons (per ERC) - monthly			
Block 1 Charge	0 - 8,600 gallons	\$18.87 Minimum Charge	
Block 2 Charge	8,601 - 20,000 gallons	\$ 3.62	
Block 3 Charge	20,001+ gallons	\$ 7.15	
Retail Wastewater Usage Charge (per ERC) - monthly			
Individually Metered Residential Service (Water & Wastewater Customers)			\$ 42.10
Individually Metered Residential Services (Wastewater Only Customers)			\$ 48.11
CIAC - Water		\$ 2,175.00	
CIAC - Wastewater			\$ 4,275.00
Reservation and Maintenance Fee ⁴ - monthly		\$ 2.00	\$ 4.00
Meter Fee		\$ 498.75	
Meter Fee (Radio Read)			
3/4"		\$ 850.00	
1"		\$ 950.00	
Larger Meters = Cost + 15%		TBD	
Wholesale Potable Water Usage Charge per 1,000 Gallons ² - monthly			\$ 2.21
Mission Inn Wastewater Charge - monthly			\$ 4,330.18
Los Collinas Irrigation Water Charge - monthly		\$17.64 Minimum Charge	
Flat rate per 1,000 gallons		\$ 2.58	
Miscellaneous Fees and Charges		Fee	
Account Activation Fee - Initial		\$ 50.00	
Turn On/Turn Off Fees		\$ 150.00	
Illegal Connection Removal Fee		\$ 200.00	
Dishonored Check Fees			
Checks up to \$50.00		\$ 25.00	
\$50.01 to \$300.00		\$ 30.00	
\$300.01 to \$800.00		\$ 40.00	
\$800.01 and over		5% of face value	
Meter Testing Fee ³		\$ 85.00	

¹All fees and charges for service are due and payable on the date indicated on the customers bill. An account shall be deemed delinquent 21 days from the date of the billing and shall accrue interest at the rate not to exceed eighteen percent (18%) compounded annually, or the maximum rate then permitted by law, whichever is greater. Delinquency may also result in the discontinuance of service and turn on/turn off charges.

²Pursuant to Section 7 of the Wholesale Wastewater Services Agreement Dated August 7, 2007.

³In the event the meter is found to be faulty, the fee will be refunded to the customer.

⁴Applies to undeveloped lands within CDD service area and undeveloped lands within the Town of Howey in the Hills subject to the Wholesale Wastewater Service Agreement Dated August 7, 2007. Fee is effective April 1, 2018.

SECTION C

WATER PERMIT AGREEMENT

THIS WATER PERMIT AGREEMENT (“Agreement”) is made this 8th day of December, 2022 by **SJ MISSION INN, LLC**, a Mississippi limited liability company, whose mailing address is 1000 Red Fern Place, Flowood, Mississippi 39232 (“**SJ**”), and **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (“**District**”) (SJ and District are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, SJ and Packing House By-Products, Co., a Florida corporation (“**PHBP**”) entered into that certain Agreement for Purchase and Sale dated August 1, 2022, as amended, for the purchase by SJ of the Mission Inn Resort & Club in Howey In The Hills, Florida, which is more particularly described on Exhibit “A” to this Agreement (the “**Mission Inn**”);

WHEREAS, on even date herewith, SJ has closed on the purchase of the Mission Inn from PHBP;

WHEREAS, SJ’s purchase of the Mission Inn included the assignment and assumption of the Mission Inn’s Consumptive Use Permit #2662 from the St. Johns River Water Management District (the “**SJRWMD**”) (the “**CUP**”);

WHEREAS, the CUP authorizes the use of groundwater and stormwater to meet the water demands for (i) the Mission Inn and (ii) the current and future residents at the Las Colinas residential development (the “**Las Colinas Development**”);

WHEREAS, the District operates a water system (including a well) that serves customers in District’s territory;

WHEREAS, the District and the Mission Inn cooperate and work with each other regarding their respective water needs;

WHEREAS, as condition of the closing of SJ’s purchase of the Mission Inn, PHBP required SJ and the District to agree to cooperate in the renewal of the CUP, the interim allocation of certain water capacity to the District while the renewal is pending, and then once the renewal is complete, a split of the CUP between SJ and the District.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Renewal of CUP.** The Parties acknowledge that the renewal of the current CUP is pending. SJ will use commercially reasonable diligence to obtain the renewal of the CUP pursuant to the SJWMD's rules. District will cooperate with SJ with respect to obtaining such renewal. SJ and District, both acting reasonably and in good faith, will mutually agree on all terms and conditions of the renewal. SJ acknowledges that the pending renewal of the CUP requests additional water capacity to meet the future residents at the Las Colinas Development and certain additional lands owned by PHBP. SJ and District shall each be responsible for fifty percent (50%) of all third-party costs associated with the renewal of the CUP. SJ and District each agree to comply with all terms and conditions of the current CUP while the renewal is pending.

3. **Interim Allocation of Groundwater.** During the period the renewal of the CUP is pending, SJ and District shall continue to allocate the groundwater demands in accordance with the current CUP. For avoidance of doubt, allocation will be for the following use categories: (i) Golf Course Irrigation, (ii) Commercial (Hotel and Resort), and (iii) Residential Community (Las Colinas Development).

4. **Split of CUP.** Upon the renewal of the CUP, SJ and District will use commercially reasonable diligence to obtain a split of the CUP pursuant to the SJWMD's rules. SJ and District will cooperate with each other with respect to obtaining a split of the CUP. SJ and District, both acting reasonably and in good faith, will mutually agree on all terms and conditions regarding the split of the CUP. SJ and District shall each be responsible for fifty percent (50%) of all third-party costs associated with the split of the CUP.

5. **Covenant of Good Faith.** The Parties agree that their relationship is based upon good faith and fair dealing, and that each Party will act in good faith and fair dealing with the other Party.

6. **Successor and Assigns.** This Agreement shall be binding upon all persons and entities now or hereafter having any right, title or interest in any portion of the Mission Inn or the District, their heirs, successors, successors-in-title, and assigns.

7. **Default & Cure.** Each of the Parties hereto shall give the other Party written notice of any default hereunder and shall allow the defaulting Party (i) ten (10) days from the date of receipt to cure a monetary default and (ii) thirty (30) days from the date of receipt to cure a non-monetary default (or if the non-monetary default cannot be cured within the thirty (30) days, the defaulting Party shall commence the cure within such period and shall complete such cure within a reasonable period thereafter).

8. **Amendments and Waivers.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by

any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

9. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one (1) day after depositing with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), or (iii) on the day of facsimile transmission (provided that notices sent by facsimile will be sent by another permitted means of delivery within one (1) business day after the facsimile is transmitted) to the addresses listed below or to such other address as a Party may from time to time designate by written notice in accordance with this paragraph.

A. If to SJ:

SJ Mission Inn, LLC
Attn: Micajah Sturdivant and Dave Jenner
1000 Red Fern Pl
Flowood, MS 39232
E-mail: msturdivant@mmihg.com and djenner@mmihg.com

B. If to District:

Central Lake Community Development District
Attn: George S. Flint
219 East Livingston Street
Orlando, Florida 32801
E-mail: gflint@gmscfl.com

With a copy to:

Mr. Bud Beucher
Attn: Bud Beucher, President
9551 San Fernando Ct.
Howey-In-The-Hills, FL 34737
E-mail: budbeucher@gmail.com

10. **Attorneys' Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before,

during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in any such actions or proceedings shall include the award of attorneys' fees, costs, and expenses, as just described. The terms of this section shall survive any termination of this Agreement


11. **Effective Date.** The Effective Date of this Agreement shall be the date first set forth above.

12. **Miscellaneous.** If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Lake County, Florida. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is the essence of this Agreement.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

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

SJ MISSION INN, LLC,
a Mississippi limited liability company

By: 
Name: Micajah P. Stoddivant, IV
Title: Manager

**CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT,**
a local unit of special-purpose government established
pursuant to Chapter 190, *Florida Statutes*

By: _____
Name: _____
Title: _____

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

SJ MISSION INN, LLC,
a Mississippi limited liability company

By: _____
Name: _____
Title: _____

**CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT,**
a local unit of special-purpose government established
pursuant to Chapter 190, *Florida Statutes*

By: Bud Beucher
Name: Bud Beucher
Title: Chairman

EXHIBIT "A"

MISSION INN

MISSION INN PARCEL 1

A PORTION OF SECTIONS 22, 23, 26, AND 27, TOWNSHIP 20 SOUTH, RANGE 25 EAST OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST OF LAKE COUNTY, FLORIDA; THENCE, ALONG THE NORTH LINE OF SAID SECTION 22, RUN SOUTH 89°15'41" EAST, A DISTANCE OF 1395.54 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID NORTH LINE, RUN SOUTH 89°15'41" EAST, A DISTANCE OF 517.10 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 23°24'45" EAST, A DISTANCE OF 1,469.57 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5,779.58 FEET, A CENTRAL ANGLE OF 43°20'35" AND A CHORD DISTANCE OF 4,268.62 FEET WHICH BEARS SOUTH 45°05'02" EAST; THENCE, ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, RUN A DISTANCE OF 4,372.12 FEET; THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 15°43'05" EAST, A DISTANCE OF 26.20 FEET; THENCE RUN SOUTH 22°19'11" EAST, A DISTANCE OF 298.15 FEET; THENCE RUN SOUTH 82°57'34" EAST, A DISTANCE OF 82.40 FEET; THENCE RUN SOUTH 41°02'27" EAST, A DISTANCE OF 25.27 FEET; THENCE RUN SOUTH 00°13'03" WEST, A DISTANCE OF 29.77 FEET; THENCE RUN NORTH 73°22'25" EAST, A DISTANCE OF 85.67 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 34°18'54" AND A CHORD DISTANCE OF 29.50 FEET WHICH BEARS NORTH 03°20'45" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 29.95 FEET; THENCE RUN NORTH 20°30'12" WEST, A DISTANCE OF 44.79 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 162.50 FEET, A CENTRAL ANGLE OF 40°58'14" AND A CHORD DISTANCE OF 113.74 FEET WHICH BEARS NORTH 00°01'06" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 116.20 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°01'41" AND A CHORD DISTANCE OF 49.51 FEET WHICH BEARS NORTH 24°32'49" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 55.00 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE, SAID POINT BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5,779.58 FEET, A CENTRAL ANGLE OF 01°53'45" AND A CHORD DISTANCE OF 191.24 FEET WHICH BEARS SOUTH 70°30'32" EAST; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, RUN A DISTANCE OF 191.25 FEET; THENCE RUN SOUTH 73°30'44" EAST, A DISTANCE OF 416.44 FEET; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 38°11'34" EAST, A DISTANCE OF 99.32 FEET; THENCE RUN SOUTH 51°48'26" WEST, A DISTANCE OF 213.43 FEET; THENCE RUN SOUTH 22°56'39" EAST, A DISTANCE OF 109.40 FEET; THENCE RUN SOUTH 05°57'25" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 16°15'50" EAST, A DISTANCE OF 99.76 FEET; THENCE RUN SOUTH 33°53'03" EAST, A DISTANCE OF 97.00 FEET; THENCE RUN SOUTH 40°21'02" EAST, A DISTANCE OF 226.63 FEET; THENCE RUN SOUTH 75°05'20" EAST, A DISTANCE OF 74.86 FEET; THENCE RUN NORTH 25°51'18" EAST, A DISTANCE OF 101.28 FEET; THENCE RUN NORTH 00°00'00" EAST, A DISTANCE OF 301.07 FEET; THENCE RUN SOUTH 38°11'34" EAST, A DISTANCE OF 55.00 FEET; THENCE RUN SOUTH 41°33'44" EAST, A DISTANCE OF 159.06 FEET; THENCE RUN SOUTH 56°44'54" EAST, A DISTANCE OF 96.52 FEET; THENCE RUN NORTH 14°55'26" EAST, A DISTANCE OF 438.42 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 75°34'34" EAST, A DISTANCE OF 816.74 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,239.07 FEET, A CENTRAL ANGLE OF 17°38'08" AND A CHORD DISTANCE OF 686.47 FEET WHICH BEARS SOUTH 66°46'09" EAST; THENCE, ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, RUN A DISTANCE OF 689.19 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,240.76 FEET, A CENTRAL ANGLE OF 29°02'29" AND A CHORD DISTANCE OF 1,123.65 FEET WHICH BEARS SOUTH 43°26'26" EAST; THENCE, ALONG THE ARC OF SAID CURVE AND SAID RIGHT-

OF-WAY LINE, RUN A DISTANCE OF 1,135.76 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,241.83 FEET, A CENTRAL ANGLE OF 12°36'04" AND A CHORD DISTANCE OF 492.05 FEET WHICH BEARS SOUTH 22°38'47" EAST; THENCE, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, RUN A DISTANCE OF 493.05 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, RUN SOUTH 16°20'45" EAST, A DISTANCE OF 254.26 FEET; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, RUN NORTH 77°14'13" WEST, A DISTANCE OF 11.05 FEET; THENCE RUN NORTH 16°21'35" WEST, A DISTANCE OF 189.65 FEET; THENCE RUN NORTH 65°37'46" WEST, A DISTANCE OF 43.36 FEET; THENCE RUN SOUTH 00°41'19" WEST, A DISTANCE OF 182.96 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 17°32'07" AND A CHORD DISTANCE OF 29.88 FEET WHICH BEARS SOUTH 08°04'46" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 29.99 FEET; THENCE RUN SOUTH 16°28'42" EAST, A DISTANCE OF 19.03 FEET; THENCE RUN SOUTH 73°31'46" WEST, A DISTANCE OF 39.97 FEET; THENCE RUN NORTH 04°30'26" EAST, A DISTANCE OF 60.41 FEET; THENCE RUN NORTH 00°41'19" EAST, A DISTANCE OF 181.61 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 88.64 FEET, A CENTRAL ANGLE OF 24°10'46" AND A CHORD DISTANCE OF 37.13 FEET WHICH BEARS NORTH 11°24'04" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 37.41 FEET; THENCE RUN NORTH 23°29'27" WEST, A DISTANCE OF 108.45 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 40°52'00" AND A CHORD DISTANCE OF 48.88 FEET WHICH BEARS NORTH 43°55'26" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 49.93 FEET; THENCE RUN NORTH 64°21'26" WEST, A DISTANCE OF 18.42 FEET; THENCE RUN NORTH 04°14'30" EAST, A DISTANCE OF 26.89 FEET; THENCE RUN NORTH 64°21'26" WEST, A DISTANCE OF 30.80 FEET; THENCE RUN NORTH 20°57'48" WEST, A DISTANCE OF 41.98 FEET; THENCE RUN NORTH 69°49'22" EAST, A DISTANCE OF 52.38 FEET; THENCE RUN SOUTH 20°54'00" EAST, A DISTANCE OF 64.15 FEET; THENCE RUN NORTH 69°58'22" EAST, A DISTANCE OF 1.62 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 31°05'02" AND A CHORD DISTANCE OF 18.76 FEET WHICH BEARS NORTH 27°36'10" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 18.99 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 68.00 FEET, A CENTRAL ANGLE OF 31°06'32" AND A CHORD DISTANCE OF 36.47 FEET, WHICH BEARS NORTH 03°29'37" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 36.92 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 846.74 FEET, A CENTRAL ANGLE OF 09°51'13" AND A CHORD DISTANCE OF 145.44 FEET, WHICH BEARS NORTH 23°58'29" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 145.62 FEET; THENCE RUN NORTH 28°54'06" WEST, A DISTANCE OF 87.30 FEET; THENCE RUN SOUTH 60°47'23" WEST, A DISTANCE OF 15.98 FEET; THENCE RUN SOUTH 86°49'31" WEST, A DISTANCE OF 123.79 FEET; THENCE RUN NORTH 64°32'17" EAST, A DISTANCE OF 111.22 FEET; THENCE RUN NORTH 33°13'10" WEST, A DISTANCE OF 243.00 FEET; THENCE RUN NORTH 38°43'05" WEST, A DISTANCE OF 161.00 FEET; THENCE RUN NORTH 47°39'14" WEST, A DISTANCE OF 447.00 FEET; THENCE RUN NORTH 52°37'11" WEST, A DISTANCE OF 158.00 FEET; THENCE RUN SOUTH 44°18'24" WEST, A DISTANCE OF 170.00 FEET; THENCE RUN SOUTH 45°41'36" EAST, A DISTANCE OF 230.00 FEET; THENCE RUN SOUTH 19°16'57" EAST, A DISTANCE OF 121.00 FEET; THENCE RUN SOUTH 45°41'38" EAST, A DISTANCE OF 104.35 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 58°03'38" AND A CHORD DISTANCE OF 29.12 FEET WHICH BEARS SOUTH 74°43'27" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 30.40 FEET; THENCE RUN NORTH 76°14'44" EAST, A DISTANCE OF 15.17 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 55°37'41" AND A CHORD DISTANCE OF 28.00 FEET WHICH BEARS SOUTH 75°56'25" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 29.13 FEET; THENCE RUN SOUTH 48°07'35" EAST, A DISTANCE OF 30.43 FEET TO A POINT OF CURVATURE WITH A CURVE TO

THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 51°53'38" AND A CHORD DISTANCE OF 87.51 FEET WHICH BEARS SOUTH 22°10'46" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 90.57 FEET; THENCE RUN SOUTH 03°46'03" WEST, A DISTANCE OF 7.56 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 31°12'33" AND A CHORD DISTANCE OF 53.80 FEET WHICH BEARS SOUTH 11°50'13" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 54.47 FEET; THENCE RUN SOUTH 27°26'30" EAST, A DISTANCE OF 245.07 FEET; THENCE RUN SOUTH 04°26'04" EAST, A DISTANCE OF 93.42 FEET; THENCE RUN SOUTH 15°36'30" EAST, A DISTANCE OF 170.28 FEET; THENCE RUN SOUTH 09°45'59" EAST, A DISTANCE OF 65.59 FEET; THENCE RUN NORTH 80°17'20" EAST, A DISTANCE OF 187.64 FEET; THENCE RUN SOUTH 54°32'56" EAST, A DISTANCE OF 72.09 FEET; THENCE RUN SOUTH 27°07'17" EAST, A DISTANCE OF 54.12 FEET; THENCE RUN SOUTH 00°42'10" WEST, A DISTANCE OF 195.25 FEET; THENCE RUN SOUTH 47°16'59" WEST, A DISTANCE OF 20.27 FEET; THENCE RUN SOUTH 21°11'43" WEST, A DISTANCE OF 67.80 FEET; THENCE RUN SOUTH 00°42'10" WEST, A DISTANCE OF 134.86 FEET; THENCE RUN SOUTH 89°17'50" EAST, A DISTANCE OF 10.59 FEET; THENCE RUN SOUTH 00°28'26" WEST, A DISTANCE OF 48.17 FEET TO THE NORTHEASTERLY CORNER OF MISSION CAMPEON, AS RECORDED IN PLAT BOOK 33, PAGE 17 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, ALONG THE NORTHEASTERLY LINE OF SAID PLAT, RUN NORTH 62°27'23" WEST, A DISTANCE OF 86.57 FEET; THENCE, CONTINUING ALONG SAID LINE, RUN NORTH 62°30'15" WEST, A DISTANCE OF 64.54 FEET TO THE NORTHERLY CORNER OF SAID PLAT; THENCE, ALONG THE NORTHWESTERLY LINE OF SAID PLAT, RUN SOUTH 57°32'06" WEST, A DISTANCE OF 690.06 FEET TO THE WESTERLY CORNER OF SAID PLAT; THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID PLAT, RUN SOUTH 62°28'13" EAST, A DISTANCE OF 150.62 FEET; THENCE, DEPARTING SAID PLAT LINE, RUN SOUTH 57°32'06" WEST, A DISTANCE OF 112.65 FEET; THENCE RUN SOUTH 15°50'17" EAST, A DISTANCE OF 2.87 FEET; THENCE RUN NORTH 62°27'54" WEST, A DISTANCE OF 5.94 FEET; THENCE RUN SOUTH 18°44'03" EAST, A DISTANCE OF 88.22 FEET; THENCE RUN SOUTH 89°31'59" EAST, A DISTANCE OF 62.93 FEET; THENCE RUN SOUTH 16°23'06" EAST, A DISTANCE OF 436.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE AFOREMENTIONED SECTION 26; THENCE, ALONG SAID SOUTH LINE, RUN NORTH 89°23'03" WEST, A DISTANCE OF 592.83 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN SOUTH 00°51'20" WEST, A DISTANCE OF 90.00 FEET; THENCE RUN NORTH 89°23'03" WEST, A DISTANCE OF 200.00 FEET; THENCE RUN NORTH 00°51'20" EAST, A DISTANCE OF 90.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE AFOREMENTIONED SECTION 26; THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, RUN NORTH 89°40'15" WEST, A DISTANCE OF 1,337.17 FEET; THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 89°40'03" WEST, A DISTANCE OF 236.65 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN NORTH 35°01'20" WEST, A DISTANCE OF 366.69 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF ENVIRONMENTAL EASEMENT NO. 10, AS RECORDED IN OFFICIAL RECORDS BOOK 1121, PAGE 1441 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, ALONG THE PERIMETER OF SAID EASEMENT, RUN THE FOLLOWING TWENTY-ONE (21) COURSES: (1) NORTH 66°43'18" WEST, A DISTANCE OF 2.78 FEET; (2) THENCE RUN NORTH 83°42'26" WEST, A DISTANCE OF 16.44 FEET; (3) THENCE RUN NORTH 83°06'33" WEST, A DISTANCE OF 29.71 FEET; (4) THENCE RUN NORTH 74°53'52" WEST, A DISTANCE OF 32.14 FEET; (5) THENCE RUN NORTH 67°17'57" WEST, A DISTANCE OF 71.46 FEET; (6) THENCE RUN NORTH 62°13'03" WEST, A DISTANCE OF 82.48 FEET; (7) THENCE RUN NORTH 71°42'28" WEST, A DISTANCE OF 25.12 FEET; (8) THENCE RUN NORTH 89°16'47" WEST, A DISTANCE OF 29.14 FEET; (9) THENCE RUN SOUTH 78°27'18" WEST, A DISTANCE OF 28.19 FEET; (10) THENCE RUN SOUTH 60°58'28" WEST, A DISTANCE OF 25.75 FEET; (11) THENCE RUN SOUTH 37°25'19" WEST, A DISTANCE OF 27.38 FEET; (12) THENCE RUN SOUTH 28°51'39" WEST, A DISTANCE OF 19.47 FEET; (13) THENCE RUN SOUTH 58°02'49" WEST, A DISTANCE OF 43.63 FEET; (14) THENCE RUN SOUTH 64°43'48" WEST, A DISTANCE OF 106.58 FEET; (15) THENCE RUN SOUTH 62°00'15" WEST, A DISTANCE OF 52.34 FEET; (16) THENCE RUN SOUTH 66°33'53" WEST, A DISTANCE OF 157.05 FEET; (17) THENCE RUN SOUTH 61°14'36" WEST, A DISTANCE OF 31.64 FEET; (18) THENCE RUN SOUTH 28°19'00" WEST, A DISTANCE OF 19.82 FEET; (19) THENCE RUN SOUTH 06°47'33" WEST, A DISTANCE OF 18.86 FEET; (20) THENCE RUN

SOUTH 11°25'10" EAST, A DISTANCE OF 70.24 FEET; (21) THENCE RUN SOUTH 15°51'11" EAST, A DISTANCE OF 33.95 FEET; THENCE, DEPARTING SAID EASEMENT PERIMETER, RUN SOUTH 89°24'40" WEST, A DISTANCE OF 161.84 FEET; THENCE RUN NORTH 86°02'47" WEST, A DISTANCE OF 225.09 FEET TO A POINT ON THE EASTERLY BOUNDARY OF ENVIRONMENTAL EASEMENT NO. 9, AS RECORDED IN OFFICIAL RECORDS BOOK 1121, PAGE 1441 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, ALONG THE PERIMETER OF SAID EASEMENT, RUN THE FOLLOWING EIGHTEEN (18) COURSES: (1) NORTH 48°40'34" EAST, A DISTANCE OF 37.69 FEET; (2) THENCE RUN NORTH 49°11'19" EAST, A DISTANCE OF 42.13 FEET; (3) THENCE RUN NORTH 32°50'19" EAST, A DISTANCE OF 24.03 FEET; (4) THENCE RUN NORTH 11°53'15" EAST, A DISTANCE OF 28.89 FEET; (5) THENCE RUN NORTH 04°53'34" EAST, A DISTANCE OF 22.01 FEET; (6) THENCE RUN NORTH 18°42'21" WEST, A DISTANCE OF 21.59 FEET; (7) THENCE RUN NORTH 35°55'18" WEST, A DISTANCE OF 21.40 FEET; (8) THENCE RUN NORTH 65°52'50" WEST, A DISTANCE OF 16.09 FEET; (9) THENCE RUN NORTH 89°16'00" WEST, A DISTANCE OF 25.98 FEET; (10) THENCE RUN SOUTH 79°22'33" WEST, A DISTANCE OF 95.24 FEET; (11) THENCE RUN SOUTH 74°49'18" WEST, A DISTANCE OF 91.73 FEET; (12) THENCE RUN SOUTH 64°10'02" WEST, A DISTANCE OF 24.99 FEET; (13) THENCE RUN SOUTH 06°26'37" WEST, A DISTANCE OF 36.11 FEET; (14) THENCE RUN SOUTH 07°23'47" EAST, A DISTANCE OF 39.52 FEET; (15) THENCE RUN SOUTH 82°11'07" EAST, A DISTANCE OF 64.76 FEET; (16) THENCE RUN SOUTH 63°42'21" EAST, A DISTANCE OF 10.18 FEET; (17) THENCE RUN SOUTH 29°31'19" EAST, A DISTANCE OF 11.09 FEET; (18) THENCE RUN SOUTH 02°50'39" WEST, A DISTANCE OF 6.10 FEET; THENCE, DEPARTING SAID EASEMENT PERIMETER, RUN NORTH 89°19'40" WEST, A DISTANCE OF 74.40 FEET; THENCE RUN NORTH 86°52'51" WEST, A DISTANCE OF 274.76 FEET; THENCE RUN NORTH 86°24'15" WEST, A DISTANCE OF 153.01 FEET; THENCE RUN NORTH 02°32'56" EAST, A DISTANCE OF 121.83 FEET; THENCE RUN NORTH 78°04'55" EAST, A DISTANCE OF 120.94 FEET; THENCE RUN NORTH 41°13'24" EAST, A DISTANCE OF 205.90 FEET; THENCE RUN NORTH 39°46'17" EAST, A DISTANCE OF 413.26 FEET; THENCE RUN NORTH 45°18'21" WEST, A DISTANCE OF 138.21 FEET; THENCE RUN NORTH 05°48'59" WEST, A DISTANCE OF 137.21 FEET; THENCE RUN NORTH 86°04'32" EAST, A DISTANCE OF 120.03 FEET; THENCE RUN NORTH 10°16'07" EAST, A DISTANCE OF 260.66 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,135.08 FEET, A CENTRAL ANGLE OF 03°16'27" AND A CHORD DISTANCE OF 64.86 FEET WHICH BEARS NORTH 74°19'18" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 64.87 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 14°02'29" EAST, A DISTANCE OF 246.35 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,382.28 FEET, A CENTRAL ANGLE OF 13°02'52" AND A CHORD DISTANCE OF 314.10 FEET WHICH BEARS NORTH 82°31'23" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 314.78 FEET; THENCE RUN NORTH 89°02'49" WEST, A DISTANCE OF 877.34 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,406.05 FEET, A CENTRAL ANGLE OF 47°26'15" AND A CHORD DISTANCE OF 1,131.16 FEET WHICH BEARS NORTH 65°19'44" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 1,164.13 FEET; THENCE RUN NORTH 41°36'25" WEST, A DISTANCE OF 950.60 FEET; THENCE RUN NORTH 89°34'42" WEST, A DISTANCE OF 876.92 FEET; THENCE RUN NORTH 01°17'37" EAST, A DISTANCE OF 956.90 FEET; THENCE RUN NORTH 01°15'09" EAST, A DISTANCE OF 147.02 FEET; THENCE RUN NORTH 41°36'25" WEST, A DISTANCE OF 302.59 FEET; THENCE RUN NORTH 89°29'51" WEST, A DISTANCE OF 67.40 FEET; THENCE RUN NORTH 41°36'25" WEST, A DISTANCE OF 1,548.20 FEET; THENCE RUN NORTH 01°23'37" EAST, A DISTANCE OF 181.63 FEET; THENCE RUN NORTH 00°13'11" EAST, A DISTANCE OF 1,307.51 FEET; THENCE RUN NORTH 89°24'49" WEST, A DISTANCE OF 13.02 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 22; THENCE, ALONG SAID WEST LINE, RUN NORTH 00°45'26" EAST, A DISTANCE OF 537.81 FEET; THENCE, DEPARTING SAID WEST LINE, RUN NORTH 90°00'00" EAST, A DISTANCE OF 159.13 FEET; THENCE RUN NORTH 23°03'23" EAST, A DISTANCE OF 188.29 FEET; THENCE RUN NORTH 41°15'42" WEST, A DISTANCE OF 69.09 FEET; THENCE RUN NORTH 45°01'03" EAST, A DISTANCE OF 435.26 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 45°44'33" AND A CHORD DISTANCE OF 50.53 FEET WHICH BEARS NORTH 67°53'15" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 51.89 FEET; THENCE RUN

SOUTH 89°14'28" EAST, A DISTANCE OF 40.62 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 81°45'33" AND A CHORD DISTANCE OF 85.08 FEET WHICH BEARS SOUTH 48°21'42" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 92.75 FEET; THENCE RUN SOUTH 07°28'55" EAST, A DISTANCE OF 712.77 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 47°37'28" AND A CHORD DISTANCE OF 209.95 FEET WHICH BEARS SOUTH 31°17'39" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 216.11 FEET; THENCE RUN SOUTH 55°06'23" EAST, A DISTANCE OF 839.01 FEET; THENCE RUN SOUTH 51°23'33" WEST, A DISTANCE OF 44.20 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 685.00 FEET, A CENTRAL ANGLE OF 21°38'32" AND A CHORD DISTANCE OF 257.21 FEET WHICH BEARS NORTH 78°44'42" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 258.74 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 24°13'44" AND A CHORD DISTANCE OF 251.84 FEET WHICH BEARS NORTH 77°27'06" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 253.73 FEET; THENCE RUN NORTH 65°20'14" WEST, A DISTANCE OF 204.43 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 65°01'12" AND A CHORD DISTANCE OF 279.47 FEET WHICH BEARS SOUTH 82°09'10" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 295.05 FEET; THENCE RUN SOUTH 49°38'34" WEST, A DISTANCE OF 65.51 FEET; THENCE RUN SOUTH 18°08'34" WEST, A DISTANCE OF 172.85 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 77°46'19" AND A CHORD DISTANCE OF 87.89 FEET WHICH BEARS SOUTH 20°44'36" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 95.02 FEET; THENCE RUN SOUTH 12°31'51" EAST, A DISTANCE OF 222.64 FEET; THENCE RUN NORTH 49°38'34" EAST, A DISTANCE OF 38.19 FEET; THENCE RUN SOUTH 40°21'26" EAST, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 49°38'34" WEST, A DISTANCE OF 49.25 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 21°41'56" AND A CHORD DISTANCE OF 116.70 FEET WHICH BEARS SOUTH 38°47'36" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 117.40 FEET; THENCE RUN NORTH 62°03'22" WEST, A DISTANCE OF 245.25 FEET; THENCE RUN SOUTH 81°28'24" WEST, A DISTANCE OF 22.50 FEET; THENCE RUN NORTH 78°32'53" WEST, A DISTANCE OF 85.59 FEET; THENCE RUN SOUTH 00°33'05" WEST, A DISTANCE OF 21.78 FEET; THENCE RUN SOUTH 27°24'19" WEST, A DISTANCE OF 71.93 FEET; THENCE RUN SOUTH 50°32'50" WEST, A DISTANCE OF 56.75 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 126°05'11" AND A CHORD DISTANCE OF 35.65 FEET WHICH BEARS SOUTH 12°29'45" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 44.01 FEET; THENCE RUN SOUTH 75°32'21" EAST, A DISTANCE OF 46.69 FEET; THENCE RUN SOUTH 52°31'12" EAST, A DISTANCE OF 35.04 FEET; THENCE RUN SOUTH 13°50'23" EAST, A DISTANCE OF 214.54 FEET; THENCE RUN SOUTH 82°50'29" EAST, A DISTANCE OF 103.36 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 02°36'56" AND A CHORD DISTANCE OF 21.00 FEET WHICH BEARS SOUTH 18°36'44" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 21.00 FEET; THENCE RUN SOUTH 19°55'12" EAST, A DISTANCE OF 166.30 FEET; THENCE RUN NORTH 70°04'48" EAST, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 19°55'12" EAST, A DISTANCE OF 19.93 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 18°25'46" AND A CHORD DISTANCE OF 195.36 FEET WHICH BEARS SOUTH 29°08'05" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 196.21 FEET; THENCE RUN SOUTH 51°39'02" WEST, A DISTANCE OF 150.00 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 760.00 FEET, A CENTRAL ANGLE OF 17°37'35" AND A CHORD DISTANCE OF 232.88 FEET WHICH BEARS SOUTH 47°09'45" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 233.80 FEET; THENCE RUN SOUTH 55°58'32" EAST, A DISTANCE OF 131.60 FEET TO A POINT OF CURVATURE WITH A

CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 33°28'15" AND A CHORD DISTANCE OF 253.40 FEET WHICH BEARS SOUTH 39°14'25" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 257.04 FEET; THENCE RUN SOUTH 22°30'18" EAST, A DISTANCE OF 78.59 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 760.00 FEET, A CENTRAL ANGLE OF 29°06'32" AND A CHORD DISTANCE OF 381.98 FEET WHICH BEARS SOUTH 37°03'34" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 386.12 FEET; THENCE RUN NORTH 38°23'10" EAST, A DISTANCE OF 150.00 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 14°58'46" AND A CHORD DISTANCE OF 159.03 FEET WHICH BEARS SOUTH 59°06'13" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 159.48 FEET; THENCE RUN SOUTH 66°35'36" EAST, A DISTANCE OF 112.93 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 28°52'42" AND A CHORD DISTANCE OF 231.90 FEET WHICH BEARS SOUTH 53°17'39" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 234.37 FEET; THENCE RUN NORTH 51°08'42" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AVENIDA SAN PABLO, AS SHOWN IN LAS COLINAS PHASE II, AS RECORDED IN PLAT BOOK 55, PAGES 19-25 OF THE PUBLIC RECORDS OF SAID LAKE COUNTY, FLORIDA, TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 72°32'53" AND A CHORD DISTANCE OF 29.58 FEET WHICH BEARS SOUTH 05°42'44" WEST; THENCE, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING FIVE (5) COURSES: (1) RUN A DISTANCE OF 31.66 FEET; (2) THENCE RUN SOUTH 41°59'11" WEST, A DISTANCE OF 155.24 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 267.00 FEET, A CENTRAL ANGLE OF 32°45'52" AND A CHORD DISTANCE OF 150.61 FEET WHICH BEARS SOUTH 58°22'06" WEST; (3) THENCE RUN A DISTANCE OF 152.68 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 333.00 FEET, A CENTRAL ANGLE OF 28°26'46" AND A CHORD DISTANCE OF 163.63 FEET WHICH BEARS SOUTH 60°31'39" WEST; (4) THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, RUN A DISTANCE OF 165.33 FEET; (5) THENCE RUN SOUTH 46°18'16" WEST, A DISTANCE OF 108.93 FEET TO THE MOST WESTERLY CORNER OF SAID PLAT; THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID PLAT, RUN THE FOLLOWING TWENTY-ONE (21) COURSES: (1) SOUTH 43°41'44" EAST, A DISTANCE OF 399.15 FEET; (2) THENCE RUN NORTH 70°03'38" EAST, A DISTANCE OF 35.13 FEET; (3) THENCE RUN NORTH 86°01'24" EAST, A DISTANCE OF 71.69 FEET; (4) THENCE RUN SOUTH 73°42'51" EAST, A DISTANCE OF 47.29 FEET; (5) THENCE RUN SOUTH 54°21'31" EAST, A DISTANCE OF 88.29 FEET; (6) THENCE RUN SOUTH 29°28'55" EAST, A DISTANCE OF 63.95 FEET; (7) THENCE RUN SOUTH 26°48'24" EAST, A DISTANCE OF 61.66 FEET; (8) THENCE RUN NORTH 46°18'16" EAST, A DISTANCE OF 31.92 FEET; (9) THENCE RUN SOUTH 43°41'44" EAST, A DISTANCE OF 58.11 FEET; (10) THENCE RUN SOUTH 66°37'50" EAST, A DISTANCE OF 119.04 FEET; (11) THENCE RUN SOUTH 41°45'46" EAST, A DISTANCE OF 108.00 FEET; (12) THENCE RUN SOUTH 48°14'14" WEST, A DISTANCE OF 13.41 FEET; (13) THENCE RUN SOUTH 41°45'46" EAST, A DISTANCE OF 54.00 FEET; (14) THENCE RUN SOUTH 48°14'14" WEST, A DISTANCE OF 11.59 FEET; (15) THENCE RUN SOUTH 41°45'46" EAST, A DISTANCE OF 162.00 FEET; (16) THENCE RUN NORTH 48°14'14" EAST, A DISTANCE OF 15.38 FEET; (17) THENCE RUN SOUTH 41°45'46" EAST, A DISTANCE OF 162.00 FEET; (18) THENCE RUN SOUTH 39°28'04" EAST, A DISTANCE OF 54.83 FEET; (19) THENCE RUN SOUTH 47°41'40" EAST, A DISTANCE OF 77.26 FEET; (20) THENCE RUN SOUTH 59°16'01" EAST, A DISTANCE OF 77.26 FEET; (21) THENCE RUN SOUTH 71°32'14" EAST, A DISTANCE OF 77.26 FEET; THENCE, DEPARTING SAID SOUTHWESTERLY LINE, RUN NORTH 12°40'36" EAST, A DISTANCE OF 141.89 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 230.01 FEET, A CENTRAL ANGLE OF 21°10'28" AND A CHORD DISTANCE OF 84.52 FEET WHICH BEARS SOUTH 87°54'36" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 85.00 FEET TO A POINT ON THE NORTHWEST CORNER OF TRACT 1, LAS COLINAS PHASE I, AS RECORDED IN PLAT BOOK 45, PAGES 22-25 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING NINE (9) COURSES ALONG THE

PERIMETER OF SAID PLAT: (1) SOUTH 18°03'37" EAST, A DISTANCE OF 169.52 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 64°13'11" AND A CHORD DISTANCE OF 26.58 FEET WHICH BEARS NORTH 46°39'04" WEST; (2) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 28.02 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 205°45'36" AND A CHORD DISTANCE OF 116.98 FEET WHICH BEARS SOUTH 62°34'44" WEST; (3) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 215.47 FEET; (4) THENCE RUN SOUTH 00°32'27" EAST, A DISTANCE OF 155.85 FEET; (5) THENCE RUN SOUTH 89°32'27" EAST, A DISTANCE OF 208.99 FEET; (6) THENCE RUN SOUTH 41°35'30" EAST, A DISTANCE OF 52.67 FEET; (7) THENCE RUN SOUTH 32°48'44" EAST, A DISTANCE OF 123.38 FEET; (8) THENCE RUN SOUTH 45°27'36" EAST, A DISTANCE OF 286.42 FEET; (9) THENCE RUN SOUTH 52°51'48" EAST, A DISTANCE OF 56.19 FEET TO THE SOUTHERLY CORNER OF LOT 13 OF SAID LAS COLINAS PHASE I; THENCE, DEPARTING SAID PLAT AND ALONG THE PERIMETER OF LOT 14A, BLOCK 1, LAS COLINAS - PHASE I PARTIAL REPLAT, AS RECORDED IN PLAT BOOK 49, PAGES 99 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN THE FOLLOWING THREE (3) COURSES ALONG SAID PERIMETER: (1) RUN SOUTH 32°23'07" WEST, A DISTANCE OF 7.88 FEET; (2) THENCE RUN SOUTH 57°36'53" EAST, A DISTANCE OF 56.00 FEET; (3) THENCE RUN NORTH 32°23'07" EAST, A DISTANCE OF 141.67 FEET RETURNING TO THE PERIMETER OF SAID LAS COLINAS PHASE I, SAID POINT BEING A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 34°22'13" AND A CHORD DISTANCE OF 35.46 FEET WHICH BEARS NORTH 73°10'16" EAST; THENCE RUN THE FOLLOWING THIRTY-EIGHT (38) COURSES ALONG THE PERIMETER OF SAID LAS COLINAS PHASE I: (1) ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 35.99 FEET; (2) THENCE RUN SOUTH 34°00'50" EAST, A DISTANCE OF 29.55 FEET; (3) THENCE RUN NORTH 83°09'54" EAST, A DISTANCE OF 151.61 FEET; (4) THENCE RUN NORTH 06°50'06" WEST, A DISTANCE OF 87.71 FEET; (5) THENCE RUN NORTH 25°27'46" WEST, A DISTANCE OF 84.57 FEET; (6) THENCE RUN NORTH 40°35'46" WEST, A DISTANCE OF 55.94 FEET; (7) THENCE RUN NORTH 48°13'36" WEST, A DISTANCE OF 202.36 FEET; (8) THENCE RUN NORTH 53°11'26" WEST, A DISTANCE OF 61.01 FEET; (9) THENCE RUN NORTH 42°27'27" WEST, A DISTANCE OF 56.47 FEET; (10) THENCE RUN NORTH 41°48'55" WEST, A DISTANCE OF 56.33 FEET; (11) THENCE RUN NORTH 31°55'15" WEST, A DISTANCE OF 54.30 FEET; (12) THENCE RUN NORTH 15°08'46" WEST, A DISTANCE OF 47.19 FEET; (13) THENCE RUN NORTH 16°06'57" WEST, A DISTANCE OF 37.60 FEET; (14) THENCE RUN NORTH 22°05'27" WEST, A DISTANCE OF 16.46 FEET; (15) THENCE RUN NORTH 23°00'57" WEST, A DISTANCE OF 108.40 FEET; (16) THENCE RUN NORTH 18°03'37" WEST, A DISTANCE OF 25.00 FEET; (17) THENCE RUN NORTH 71°56'12" EAST, A DISTANCE OF 50.36 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 14°42'12" AND A CHORD DISTANCE OF 108.77 FEET WHICH BEARS NORTH 64°35'17" EAST; (18) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 109.06 FEET; (19) THENCE RUN NORTH 57°14'11" EAST, A DISTANCE OF 6.91 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 82°56'16" AND A CHORD DISTANCE OF 46.35 FEET WHICH BEARS SOUTH 81°17'41" EAST; (20) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 50.66 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 453.08 FEET, A CENTRAL ANGLE OF 29°31'52" AND A CHORD DISTANCE OF 230.95 FEET WHICH BEARS SOUTH 54°35'38" EAST; (21) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 233.52 FEET; (22) THENCE RUN SOUTH 69°21'34" EAST, A DISTANCE OF 156.14 FEET; (23) THENCE RUN SOUTH 17°32'00" EAST, A DISTANCE OF 77.27 FEET; (24) THENCE RUN SOUTH 68°16'19" EAST, A DISTANCE OF 411.08 FEET; (25) THENCE RUN NORTH 73°19'55" EAST, A DISTANCE OF 85.46 FEET; (26) THENCE RUN SOUTH 61°30'54" EAST, A DISTANCE OF 160.00 FEET; (27) THENCE RUN SOUTH 68°30'56" EAST, A DISTANCE OF 80.60 FEET; (28) THENCE RUN SOUTH 54°30'52" EAST, A DISTANCE OF 80.60 FEET; (29) THENCE RUN SOUTH 61°30'54" EAST, A DISTANCE OF 560.00 FEET; (30) THENCE RUN NORTH 28°29'06" EAST, A DISTANCE OF 160.72 FEET; (31) THENCE RUN SOUTH 56°36'48" EAST, A DISTANCE OF 76.75 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A

RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 45°42'12" AND A CHORD DISTANCE OF 396.11 FEET WHICH BEARS NORTH 23°04'00" EAST; (32) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 406.81 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 550.04 FEET, A CENTRAL ANGLE OF 51°22'11" AND A CHORD DISTANCE OF 476.80 FEET WHICH BEARS NORTH 25°54'05" EAST; (33) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 493.15 FEET; (34) THENCE RUN NORTH 38°24'37" WEST, A DISTANCE OF 113.13 FEET; (35) THENCE RUN NORTH 69°43'37" WEST, A DISTANCE OF 256.00 FEET; (36) THENCE RUN NORTH 52°21'30" WEST, A DISTANCE OF 41.30 FEET; (37) THENCE RUN NORTH 32°56'46" WEST, A DISTANCE OF 49.16 FEET; (38) THENCE RUN NORTH 17°19'09" WEST, A DISTANCE OF 64.00 FEET; THENCE, DEPARTING SAID PERIMETER, RUN SOUTH 72°38'44" WEST, A DISTANCE OF 142.12 FEET; THENCE RUN NORTH 17°10'56" WEST, A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 72°38'44" EAST, A DISTANCE OF 141.99 FEET RETURNING TO SAID PERIMETER; THENCE RUN THE FOLLOWING NINETEEN (19) COURSES ALONG SAID PERIMETER: (1) NORTH 08°08'51" WEST, A DISTANCE OF 54.40 FEET; (2) THENCE RUN NORTH 10°15'59" EAST, A DISTANCE OF 54.40 FEET; (3) THENCE RUN NORTH 31°15'58" EAST, A DISTANCE OF 54.06 FEET; (4) THENCE RUN NORTH 72°25'35" EAST, A DISTANCE OF 191.95 FEET; (5) THENCE RUN NORTH 61°46'12" EAST, A DISTANCE OF 106.77 FEET; (6) THENCE RUN NORTH 35°11'46" WEST, A DISTANCE OF 118.66 FEET; (7) THENCE RUN NORTH 71°47'26" WEST, A DISTANCE OF 135.92 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 145°16'06" AND A CHORD DISTANCE OF 114.53 FEET WHICH BEARS SOUTH 67°57'56" WEST; (8) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 152.12 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 69°34'02" AND A CHORD DISTANCE OF 28.52 FEET WHICH BEARS SOUTH 30°06'53" WEST; (9) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 30.35 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 325.03 FEET, A CENTRAL ANGLE OF 08°31'19" AND A CHORD DISTANCE OF 48.30 FEET WHICH BEARS SOUTH 60°38'14" WEST; (10) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 48.34 FEET TO A POINT OF NON-TANGENCY; (11) THENCE RUN NORTH 33°37'27" WEST, A DISTANCE OF 72.70 FEET; (12) THENCE RUN SOUTH 81°53'25" WEST, A DISTANCE OF 56.70 FEET; (13) THENCE RUN SOUTH 85°56'42" WEST, A DISTANCE OF 128.41 FEET; (14) THENCE RUN SOUTH 44°04'44" WEST, A DISTANCE OF 101.49 FEET; (15) THENCE RUN SOUTH 23°13'05" WEST, A DISTANCE OF 65.49 FEET; (16) THENCE RUN SOUTH 29°54'17" WEST, A DISTANCE OF 67.67 FEET; (17) THENCE RUN SOUTH 32°58'13" WEST, A DISTANCE OF 37.83 FEET; (18) THENCE RUN SOUTH 52°23'53" WEST, A DISTANCE OF 38.59 FEET; (19) THENCE RUN SOUTH 48°10'40" WEST, A DISTANCE OF 80.37 FEET; THENCE, DEPARTING SAID PERIMETER, RUN SOUTH 79°02'36" EAST, A DISTANCE OF 330.45 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 05°20'22" AND A CHORD DISTANCE OF 30.28 FEET WHICH BEARS SOUTH 11°24'19" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 30.29 FEET; THENCE RUN NORTH 79°02'36" WEST, A DISTANCE OF 171.64 FEET RETURNING TO SAID PERIMETER; THENCE RUN THE FOLLOWING TWENTY-FOUR (24) COURSES ALONG SAID PERIMETER: (1) SOUTH 08°16'11" WEST, A DISTANCE OF 56.67 FEET; (2) THENCE RUN SOUTH 80°15'57" WEST, A DISTANCE OF 200.77 FEET; (3) THENCE RUN SOUTH 34°02'04" WEST, A DISTANCE OF 53.14 FEET; (4) THENCE RUN SOUTH 09°04'47" EAST, A DISTANCE OF 197.53 FEET; (5) THENCE RUN SOUTH 05°04'36" EAST, A DISTANCE OF 42.71 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 452.00 FEET, A CENTRAL ANGLE OF 29°54'04" AND A CHORD DISTANCE OF 233.22 FEET WHICH BEARS SOUTH 69°59'02" WEST; (6) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 235.89 FEET; (7) THENCE RUN SOUTH 55°02'00" WEST, A DISTANCE OF 28.69 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 587.11 FEET, A CENTRAL ANGLE OF 14°20'49" AND A CHORD DISTANCE OF 146.63 FEET WHICH BEARS SOUTH 62°12'26" WEST; (8) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 147.01 FEET; (9) THENCE RUN NORTH 20°37'05" WEST, A DISTANCE OF 63.49 FEET; (10) THENCE RUN NORTH 22°48'59" EAST, A DISTANCE OF 146.69 FEET TO A POINT OF

NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 139°38'27" AND A CHORD DISTANCE OF 112.63 FEET WHICH BEARS NORTH 44°34'27" EAST; (11) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 146.23 FEET; (12) THENCE RUN NORTH 64°45'11" EAST, A DISTANCE OF 41.94 FEET; (13) THENCE RUN NORTH 10°53'19" EAST, A DISTANCE OF 132.89 FEET; (14) THENCE RUN NORTH 79°06'41" WEST, A DISTANCE OF 400.00 FEET; (15) THENCE RUN NORTH 78°38'37" WEST, A DISTANCE OF 99.93 FEET; (16) THENCE RUN NORTH 59°03'09" WEST, A DISTANCE OF 93.85 FEET; (17) THENCE RUN NORTH 48°54'18" WEST, A DISTANCE OF 400.00 FEET; (18) THENCE RUN NORTH 37°07'47" WEST, A DISTANCE OF 102.15 FEET; (19) THENCE RUN NORTH 39°06'58" WEST, A DISTANCE OF 89.08 FEET; (20) THENCE RUN NORTH 08°16'08" WEST, A DISTANCE OF 87.46 FEET; (21) THENCE RUN NORTH 22°17'18" EAST, A DISTANCE OF 87.46 FEET; (22) THENCE RUN NORTH 53°13'29" EAST, A DISTANCE OF 91.34 FEET; (23) THENCE RUN NORTH 78°46'21" EAST, A DISTANCE OF 209.05 FEET; (24) THENCE RUN NORTH 60°00'23" EAST, A DISTANCE OF 253.89 FEET; THENCE, DEPARTING SAID PERIMETER, RUN NORTH 41°19'11" WEST, A DISTANCE OF 152.92 FEET; THENCE RUN NORTH 59°53'26" EAST, A DISTANCE OF 20.39 FEET; THENCE RUN SOUTH 41°19'11" EAST, A DISTANCE OF 150.13 FEET RETURNING TO SAID PERIMETER; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID PERIMETER: (1) RUN NORTH 52°02'23" EAST, A DISTANCE OF 98.22 FEET; (2) THENCE RUN NORTH 04°17'11" EAST, A DISTANCE OF 239.40 FEET; (3) THENCE RUN NORTH 65°52'22" WEST, A DISTANCE OF 254.24 FEET; (4) THENCE RUN SOUTH 59°53'26" WEST, A DISTANCE OF 59.35 FEET TO THE EASTERLY MOST CORNER OF TRACT "N" OF THE AFOREMENTIONED LAS COLINAS - PHASE II PLAT; THENCE, RUN ALONG THE PERIMETER OF SAID LOS COLINAS - PHASE II PLAT THE FOLLOWING TEN (10) COURSES: (1) NORTH 54°09'31" WEST, A DISTANCE OF 320.43 FEET; (2) THENCE RUN NORTH 77°05'25" WEST, A DISTANCE OF 303.68 FEET; (3) THENCE RUN SOUTH 80°28'17" WEST, A DISTANCE OF 98.11 FEET; (4) THENCE RUN SOUTH 67°08'04" WEST, A DISTANCE OF 128.08 FEET; (5) THENCE RUN SOUTH 88°22'09" WEST, A DISTANCE OF 57.07 FEET; (6) THENCE RUN NORTH 76°17'41" WEST, A DISTANCE OF 56.92 FEET; (7) THENCE RUN NORTH 56°46'52" WEST, A DISTANCE OF 60.28 FEET; (8) THENCE RUN NORTH 54°53'58" WEST, A DISTANCE OF 256.00 FEET; (9) THENCE RUN NORTH 56°44'54" WEST, A DISTANCE OF 79.50 FEET; (10) THENCE RUN NORTH 60°54'52" WEST, A DISTANCE OF 253.08 FEET; THENCE, DEPARTING SAID PERIMETER, RUN NORTH 39°54'12" WEST, A DISTANCE OF 58.31 FEET; THENCE RUN NORTH 33°47'08" WEST, A DISTANCE OF 54.17 FEET; THENCE RUN NORTH 23°09'14" WEST, A DISTANCE OF 60.13 FEET; THENCE RUN NORTH 24°28'49" WEST, A DISTANCE OF 60.67 FEET; THENCE RUN NORTH 20°14'44" WEST, A DISTANCE OF 60.50 FEET; THENCE CONTINUE NORTH 20°14'44" WEST, A DISTANCE OF 295.80 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 315.00 FEET, A CENTRAL ANGLE OF 19°04'05" AND A CHORD DISTANCE OF 104.35 FEET WHICH BEARS NORTH 10°42'41" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 104.83 FEET; THENCE RUN NORTH 01°10'39" WEST, A DISTANCE OF 19.11 FEET; THENCE RUN SOUTH 88°49'21" WEST, A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 01°10'39" WEST, A DISTANCE OF 117.23 FEET; THENCE RUN NORTH 88°49'21" EAST, A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 01°10'39" WEST, A DISTANCE OF 25.09 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 315.00 FEET, A CENTRAL ANGLE OF 06°36'14" AND A CHORD DISTANCE OF 36.29 FEET WHICH BEARS NORTH 02°07'28" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 36.31 FEET; THENCE RUN NORTH 05°25'35" EAST, A DISTANCE OF 247.06 FEET; THENCE RUN NORTH 79°08'03" EAST, A DISTANCE OF 354.72 FEET; THENCE RUN SOUTH 82°47'06" EAST, A DISTANCE OF 63.12 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 52°40'04" AND A CHORD DISTANCE OF 195.18 FEET WHICH BEARS SOUTH 87°37'50" EAST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 202.23 FEET; THENCE RUN NORTH 10°51'57" WEST, A DISTANCE OF 165.14 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 123°27'41" AND A CHORD DISTANCE OF 123.30 FEET WHICH BEARS NORTH 28°00'56" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 150.84 FEET; THENCE RUN NORTH 10°51'57" WEST, A DISTANCE OF 151.31 FEET; THENCE RUN SOUTH 79°08'03" WEST, A DISTANCE OF 443.50 FEET; THENCE RUN SOUTH 10°51'57" EAST, A

DISTANCE OF 100.00 FEET; THENCE RUN SOUTH 79°08'03" WEST, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 10°51'57" EAST, A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 79°08'03" WEST, A DISTANCE OF 169.09 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 77°28'10" AND A CHORD DISTANCE OF 18.77 FEET WHICH BEARS NORTH 62°07'52" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 20.28 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 234.38 FEET, A CENTRAL ANGLE OF 31°47'44" AND A CHORD DISTANCE OF 128.41 FEET WHICH BEARS NORTH 39°15'05" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 130.07 FEET; THENCE RUN NORTH 55°06'23" WEST, A DISTANCE OF 28.41 FEET; THENCE RUN NORTH 34°53'37" EAST, A DISTANCE OF 262.54 FEET; THENCE RUN NORTH 25°57'04" WEST, A DISTANCE OF 112.45 FEET; THENCE RUN SOUTH 82°31'05" WEST, A DISTANCE OF 116.73 FEET; THENCE RUN NORTH 07°28'55" WEST, A DISTANCE OF 743.92 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 49°43'59" AND A CHORD DISTANCE OF 218.66 FEET WHICH BEARS NORTH 32°20'55" WEST; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 225.68 FEET; THENCE RUN NORTH 00°45'32" EAST, A DISTANCE OF 212.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,669,084 SQUARE FEET OR 474.497 ACRES, MORE OR LESS.

TOGETHER WITH MISSION INN PARCEL 2

A PORTION OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST OF LAKE COUNTY, FLORIDA; THENCE, ALONG THE WEST LINE OF SAID SECTION 22, RUN SOUTH 00°45'26" WEST, A DISTANCE OF 1,322.87 FEET; THENCE, DEPARTING SAID WEST LINE, RUN SOUTH 89°24'49" EAST, A DISTANCE OF 13.02 FEET; THENCE RUN SOUTH 00°13'11" WEST, A DISTANCE OF 1,307.51 FEET; THENCE RUN SOUTH 01°23'37" WEST, A DISTANCE OF 391.59 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 41°36'25" EAST, A DISTANCE OF 1,200.49 FEET; THENCE RUN THENCE NORTH 89°29'51" WEST, A DISTANCE OF 818.84 FEET; THENCE RUN NORTH 01°23'37" EAST, A DISTANCE OF 890.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 364,630 SQUARE FEET OR 8.371 ACRES, MORE OR LESS.

TOGETHER WITH MISSION INN PARCEL 3

BEGIN AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 5 OF LAS COLINAS - PHASE II, AS RECORDED IN PLAT BOOK 55, PAGES 19-25 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF AVENIDA SAN PABLO, AS SHOWN ON SAID PLAT; THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, RUN THE FOLLOWING THREE (3) COURSES: (1) SOUTH 81°59'08" WEST A DISTANCE OF 49.56 FEET; (2) THENCE RUN SOUTH 72°41'48" WEST A DISTANCE OF 78.63 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 333.00 FEET, A CENTRAL ANGLE OF 06°52'04" AND A CHORD DISTANCE OF 39.89 FEET WHICH BEARS SOUTH 69°15'45" WEST; (3) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 39.92 FEET; THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING THIRTY-SIX (36) COURSES: (1) NORTH 40°39'12" WEST, A DISTANCE OF 329.16 FEET; (2) THENCE RUN NORTH 57°03'13" WEST, A DISTANCE OF 59.82 FEET; (3) THENCE RUN NORTH 66°35'36" WEST, A DISTANCE OF 73.89 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 390.00 FEET, A

CENTRAL ANGLE OF 44°05'19" AND A CHORD DISTANCE OF 292.75 FEET WHICH BEARS NORTH 44°32'57" WEST; (4) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 300.10 FEET; (5) THENCE RUN NORTH 22°30'18" WEST, A DISTANCE OF 78.59 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 33°28'15" AND A CHORD DISTANCE OF 466.48 FEET WHICH BEARS NORTH 39°14'25" WEST; (6) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 473.18 FEET; (7) THENCE RUN NORTH 55°58'32" WEST, A DISTANCE OF 131.60 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 36°03'20" AND A CHORD DISTANCE OF 241.39 FEET WHICH BEARS NORTH 37°56'52" WEST; (8) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 245.42 FEET; (9) THENCE RUN NORTH 19°55'12" WEST A DISTANCE OF 186.23 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 69°33'46" AND A CHORD DISTANCE OF 102.68 FEET WHICH BEARS NORTH 14°51'41" EAST; (10) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 109.27 FEET; (11) THENCE RUN NORTH 49°38'34" EAST, A DISTANCE OF 389.65 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 28°40'18" AND A CHORD DISTANCE OF 128.76 FEET WHICH BEARS NORTH 35°18'25" EAST; (12) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 130.11 FEET; (13) THENCE RUN NORTH 20°58'15" EAST, A DISTANCE OF 129.40 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 820.00 FEET, A CENTRAL ANGLE OF 02°55'42" AND A CHORD DISTANCE OF 41.90 FEET WHICH BEARS SOUTH 85°16'08" EAST; (14) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 41.91 FEET; (15) THENCE RUN SOUTH 03°16'02" WEST, A DISTANCE OF 150.00 FEET; (16) THENCE RUN SOUTH 88°14'54" EAST, A DISTANCE OF 54.61 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 315.00 FEET, A CENTRAL ANGLE OF 17°58'37" AND A CHORD DISTANCE OF 98.43 FEET WHICH BEARS SOUTH 79°22'09" EAST; (17) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 98.83 FEET; (18) THENCE RUN SOUTH 03°38'40" EAST, A DISTANCE OF 321.50 FEET; (19) THENCE RUN NORTH 87°06'09" EAST, A DISTANCE OF 118.50 FEET; (20) THENCE RUN SOUTH 76°36'29" EAST, A DISTANCE OF 24.74 FEET; (21) THENCE RUN NORTH 42°56'25" EAST A DISTANCE OF 46.54 FEET; (22) THENCE RUN NORTH 81°41'09" EAST A DISTANCE OF 117.64 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 07°33'27" AND A CHORD DISTANCE OF 70.52 FEET WHICH BEARS SOUTH 12°15'20" EAST; (23) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 70.57 FEET; (24) THENCE RUN SOUTH 85°29'52" WEST, A DISTANCE OF 148.39 FEET; (25) THENCE RUN SOUTH 24°10'04" WEST, A DISTANCE OF 76.39 FEET; (26) THENCE RUN SOUTH 29°55'10" WEST, A DISTANCE OF 40.00 FEET; (27) THENCE RUN NORTH 84°21'03" WEST A DISTANCE OF 109.86 FEET; (28) THENCE RUN NORTH 81°48'49" WEST, A DISTANCE OF 42.40 FEET; (29) THENCE RUN SOUTH 32°40'44" WEST, A DISTANCE OF 163.15 FEET; (30) THENCE RUN SOUTH 59°59'39" EAST, A DISTANCE OF 106.84 FEET; (31) THENCE RUN SOUTH 86°32'12" EAST, A DISTANCE OF 102.13 FEET; (32) THENCE RUN SOUTH 20°14'44" EAST, A DISTANCE OF 150.00 FEET; (33) THENCE RUN SOUTH 69°45'16" WEST A DISTANCE OF 63.48 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 243°46'16" AND A CHORD DISTANCE OF 118.87 FEET WHICH BEARS SOUTH 52°07'52" EAST; (34) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 297.82 FEET; (35) THENCE RUN SOUTH 20°14'44" EAST, A DISTANCE OF 119.06 FEET; (36) THENCE RUN NORTH 69°45'16" EAST, A DISTANCE OF 331.84 FEET TO A POINT ON THE NORTHWESTERLY LINE OF TRACT "Y", AS SHOWN ON AFOREMENTIONED PLAT, SAID POINT ALSO BEING ON A CURVE TO THE LEFT CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 123.65 FEET, A CENTRAL ANGLE OF 1°55'22" AND A CHORD DISTANCE OF 4.15 FEET WHICH BEARS NORTH 60°02'38" WEST; THENCE, ALONG THE PERIMETER OF SAID PLAT, RUN THE FOLLOWING NINE (9) COURSES: (1) ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 4.15 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF AVENIDA LAS COLINAS, AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 371.00

FEET, A CENTRAL ANGLE OF 05°22'50" AND A CHORD DISTANCE OF 34.83 FEET WHICH BEARS SOUTH 31°13'46" EAST; (2) THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, RUN A DISTANCE OF 34.84 FEET TO THE NORTHEAST CORNER OF LOT 14, BLOCK 5 OF SAID PLAT; (3) THENCE, DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY LINE OF SAID LOT 14, RUN SOUTH 45°13'01" WEST, A DISTANCE OF 197.03 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 14; (4) THENCE RUN SOUTH 18°27'38" EAST, A DISTANCE OF 431.74 FEET; (5) THENCE RUN NORTH 73°43'52" EAST, A DISTANCE OF 59.81 FEET; (6) THENCE RUN SOUTH 34°55'27" EAST, A DISTANCE OF 84.44 FEET; (7) THENCE RUN SOUTH 25°10'14" EAST, A DISTANCE OF 80.98 FEET; (8) THENCE RUN SOUTH 16°16'08" EAST, A DISTANCE OF 80.00 FEET; (9) THENCE RUN SOUTH 08°01'49" EAST, A DISTANCE OF 108.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 856,697 SQUARE FEET OR 19.667 ACRES, MORE OR LESS.

TOGETHER WITH MISSION INN PARCEL 4

BEGINNING AT A POINT SOUTH 69°31'12" WEST, A DISTANCE OF 288.87 FEET FROM THE EASTERLY MOST CORNER OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CAMINO REAL BOULEVARD, AS SHOWN ON THE PLAT OF LAS COLINAS - PHASE I, AS RECORDED IN PLAT BOOK 45, PAGES 22-25 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 69°29'48" EAST, A DISTANCE OF 242.00 FEET; THENCE, DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING FIFTEEN (15) COURSES: (1) SOUTH 50°19'53" EAST, A DISTANCE OF 113.48 FEET; (2) THENCE RUN SOUTH 03°47'12" WEST, A DISTANCE OF 71.47 FEET; (3) THENCE RUN SOUTH 71°41'21" WEST, A DISTANCE OF 119.91 FEET; (4) THENCE RUN SOUTH 21°34'07" WEST, A DISTANCE OF 71.78 FEET; (5) THENCE RUN SOUTH 25°36'27" WEST, A DISTANCE OF 98.37 FEET; (6) THENCE RUN SOUTH 14°08'22" WEST, A DISTANCE OF 151.17 FEET; (7) THENCE RUN SOUTH 32°23'34" WEST, A DISTANCE OF 125.88 FEET; (8) THENCE RUN SOUTH 19°38'52" WEST, A DISTANCE OF 169.49 FEET; (9) THENCE RUN SOUTH 25°26'53" WEST, A DISTANCE OF 249.74 FEET; (10) THENCE RUN SOUTH 77°42'05" WEST, A DISTANCE OF 43.93 FEET; (11) THENCE RUN NORTH 88°35'59" WEST, A DISTANCE OF 190.16 FEET; (12) THENCE RUN NORTH 66°16'59" WEST, A DISTANCE OF 29.16 FEET; (13) THENCE RUN SOUTH 51°32'44" WEST, A DISTANCE OF 16.20 FEET; (14) THENCE RUN SOUTH 22°03'02" WEST, A DISTANCE OF 7.65 FEET; (15) THENCE RUN NORTH 45°07'53" WEST, A DISTANCE OF 74.30 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CAMINO REAL BOULEVARD, SAID POINT BEING A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 44°39'13" AND A CHORD DISTANCE OF 463.46 FEET WHICH BEARS NORTH 22°32'31" EAST; THENCE, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, RUN A DISTANCE OF 475.41 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 449.99 FEET, A CENTRAL ANGLE OF 69°16'59" AND A CHORD DISTANCE OF 511.58 FEET WHICH BEARS NORTH 34°51'23" EAST; THENCE, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, RUN A DISTANCE OF 544.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 326,393 SQUARE FEET OR 7.493 ACRES, MORE OR LESS.

TOGETHER WITH MISSION INN PARCEL 5

BEGIN FROM THE NORTHWESTERLY CORNER OF LOT 4, BLOCK 5, LAS COLINAS - PHASE II, AS RECORDED IN PLAT BOOK 55, PAGES 19-25 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, ALONG THE SOUTHWESTERLY & SOUTHEASTERLY PERIMETER OF SAID BLOCK 5, RUN THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 27°06'13" EAST, A DISTANCE OF 149.14 FEET; (2) THENCE RUN SOUTH 38°11'25" EAST, A DISTANCE OF 237.38 FEET; (3) THENCE RUN SOUTH 55°07'01" EAST, A DISTANCE OF 48.89 FEET; (4) THENCE RUN NORTH 76°58'46" EAST, A DISTANCE OF 118.08 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF

AVENIDA LAS COLINAS OF SAID PLAT, SAID POINT BEING A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 333.00 FEET, A CENTRAL ANGLE OF 30°45'38" AND A CHORD DISTANCE OF 176.64 FEET WHICH BEARS SOUTH 28°24'04" EAST; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING SIX (6) COURSES: (1) ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 178.78 FEET; (2) THENCE RUN SOUTH 43°46'53" EAST, A DISTANCE OF 108.73 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 333.00 FEET, A CENTRAL ANGLE OF 35°00'42" AND A CHORD DISTANCE OF 200.34 FEET WHICH BEARS SOUTH 61°17'14" EAST; (3) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 203.49 FEET; (4) THENCE RUN SOUTH 78°47'35" EAST, A DISTANCE OF 111.00 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 267.00 FEET, A CENTRAL ANGLE OF 27°49'39" AND A CHORD DISTANCE OF 128.41 FEET WHICH BEARS SOUTH 64°52'46" EAST; (5) THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 129.68 FEET; (6) THENCE RUN SOUTH 50°57'21" EAST, A DISTANCE OF 45.09 FEET TO A POINT OF TRANSITION BETWEEN SAID LAS COLINAS - PHASE II AND LAS COLINAS - PHASE I, AS RECORDED IN PLAT BOOK 45, PAGES 22-25 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 287.00 FEET, A CENTRAL ANGLE OF 37°31'20" AND A CHORD DISTANCE OF 184.61 FEET WHICH BEARS SOUTH 32°11'41" EAST; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAN JOSE BOULEVARD OF SAID LAS COLINAS - PHASE I, RUN THE FOLLOWING EIGHT (8) COURSES: (1) ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 187.95 FEET; (2) THENCE RUN SOUTH 13°26'01" EAST, A DISTANCE OF 95.10 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 453.00 FEET, A CENTRAL ANGLE OF 12°16'03" AND A CHORD DISTANCE OF 96.81 FEET WHICH BEARS SOUTH 19°34'03" EAST; (3) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 96.99 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 82°56'15" AND A CHORD DISTANCE OF 46.35 FEET WHICH BEARS SOUTH 15°46'03" WEST; (4) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 50.66 FEET; (5) THENCE RUN SOUTH 57°14'11" WEST, A DISTANCE OF 6.91 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 14°42'12" AND A CHORD DISTANCE OF 95.97 FEET WHICH BEARS SOUTH 64°35'17" WEST; (6) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 96.23 FEET; (7) THENCE RUN SOUTH 71°56'23" WEST, A DISTANCE OF 169.27 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE NORTHERLY, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 15°09'08" AND A CHORD DISTANCE OF 105.47 FEET WHICH BEARS SOUTH 79°30'57" WEST; (8) THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 105.78 FEET TO A POINT OF TRANSITION BETWEEN SAID LAS COLINAS - PHASE I AND SAID LAS COLINAS - PHASE II, SAID POINT ALSO BEING A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 332.70 FEET, A CENTRAL ANGLE OF 15°34'25" AND A CHORD DISTANCE OF 90.15 FEET WHICH BEARS SOUTH 79°18'18" WEST; THENCE, ALONG NORTHERLY RIGHT-OF-WAY LINE OF SAN JOSE BOULEVARD OF SAID LAS COLINAS - PHASE II, RUN THE FOLLOWING TWO (2) COURSES: (1) ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 90.43 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHERLY, HAVING A RADIUS OF 180.01 FEET, A CENTRAL ANGLE OF 24°59'20" AND A CHORD DISTANCE OF 77.89 FEET WHICH BEARS SOUTH 83°56'41" WEST; (2) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 78.51 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE NORTHEASTERLY PERIMETER OF BLOCK 7 OF SAID LAS COLINAS - PHASE II, RUN THE FOLLOWING TEN (10) COURSES: (1) NORTH 15°03'22" EAST, A DISTANCE OF 140.00 FEET; (2) THENCE RUN NORTH 60°39'48" WEST, A DISTANCE OF 46.90 FEET; (3) THENCE RUN NORTH 30°46'58" WEST, A DISTANCE OF 98.75 FEET; (4) THENCE RUN NORTH 36°04'40" WEST, A DISTANCE OF 378.00 FEET; (5) THENCE RUN NORTH 53°55'20" EAST, A DISTANCE OF 43.91 FEET; (6) THENCE RUN NORTH 36°04'40" WEST, A DISTANCE OF 219.74 FEET; (7) THENCE RUN NORTH 57°48'45" WEST, A DISTANCE OF 473.90 FEET; (8) THENCE RUN NORTH 42°35'01" EAST, A

DISTANCE OF 129.03 FEET; (9) THENCE RUN NORTH 68°15'21" EAST, A DISTANCE OF 119.80 FEET; (10) THENCE RUN NORTH 21°44'39" WEST, A DISTANCE OF 145.69 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AVENIDA SAN PABLO OF SAID LAS COLINAS - PHASE II, SAID POINT ALSO BEING A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 92.00 FEET, A CENTRAL ANGLE OF 28°57'18" AND A CHORD DISTANCE OF 46.00 FEET WHICH BEARS NORTH 87°10'27" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 46.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 508,537 SQUARE FEET OR 11.674 ACRES, MORE OR LESS

TOGETHER WITH MISSION INN PARCEL 6

BEGIN FROM THE WESTERLY CORNER OF LOT 29, BLOCK 6, LAS COLINAS - PHASE II, AS RECORDED IN PLAT BOOK 55, PAGES 19-25 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 46°49'58" EAST, A DISTANCE OF 358.26 FEET; THENCE RUN SOUTH 17°53'18" WEST, A DISTANCE OF 37.36 FEET TO A POINT OF TRANSITION BETWEEN SAID LAS COLINAS - PHASE II AND LAS COLINAS - PHASE I, AS RECORDED IN PLAT BOOK 45, PAGES 22-25 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, ALONG THE WESTERLY AND SOUTHWESTERLY PERIMETER OF LOT 37, BLOCK 4, OF SAID LAS COLINAS - PHASE I, RUN THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°43'47" WEST, A DISTANCE OF 134.01 FEET; (2) THENCE RUN SOUTH 67°39'57" EAST, A DISTANCE OF 135.19 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAN FERNANDO COURT OF SAID LAS COLINAS - PHASE I, SAID POINT BEING A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 365.99 FEET, A CENTRAL ANGLE OF 60°47'52" AND A CHORD DISTANCE OF 370.39 FEET WHICH BEARS SOUTH 08°03'51" EAST; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, RUN A DISTANCE OF 388.36 FEET; THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 41°05'42" WEST, A DISTANCE OF 163.88 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF AVENIDAS LAS COLINAS OF SAID LAS COLINAS - PHASE II, SAID POINT BEING A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 333.00 FEET, A CENTRAL ANGLE OF 09°49'13" AND A CHORD DISTANCE OF 57.01 FEET WHICH BEARS NORTH 73°52'59" WEST; THENCE RUN THE FOLLOWING THREE (3) COURSES: (1) ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 57.07 FEET; (2) THENCE RUN NORTH 78°47'35" WEST, A DISTANCE OF 111.00 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 267.30 FEET, A CENTRAL ANGLE OF 36°09'31" AND A CHORD DISTANCE OF 165.90 FEET WHICH BEARS NORTH 60°42'50" WEST; (3) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 168.69 FEET; THENCE, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY AND NORTHERLY PERIMETER OF BLOCK 5 OF SAID LAS COLINAS - PHASE II, RUN THE FOLLOWING SIX (6) COURSES: (1) NORTH 46°13'07" EAST, A DISTANCE OF 120.79 FEET; (2) THENCE RUN NORTH 22°10'22" WEST, A DISTANCE OF 256.09 FEET; (3) THENCE RUN NORTH 31°23'53" WEST, A DISTANCE OF 190.47 FEET; (4) THENCE RUN NORTH 36°20'26" WEST, A DISTANCE OF 80.30 FEET; (5) THENCE RUN NORTH 26°04'50" WEST, A DISTANCE OF 236.08 FEET; (6) THENCE RUN NORTH 86°10'57" WEST, A DISTANCE OF 139.81 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID AVENIDAS LAS COLINAS, SAID POINT ALSO BEING A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 216.96 FEET, A CENTRAL ANGLE OF 03°45'04" AND A CHORD DISTANCE OF 14.20 FEET WHICH BEARS NORTH 04°45'19" EAST; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING TWO (2) COURSES: (1) ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 14.20 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 716.00 FEET, A CENTRAL ANGLE OF 30°09'15" AND A CHORD DISTANCE OF 372.49 FEET WHICH BEARS NORTH 09°23'04" WEST; (2) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 376.82 FEET A POINT OF INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAN MIGUEL OF SAID LAS COLINAS - PHASE II, SAID POINT ALSO BEING A POINT OF REVERSE CURVATURE

WITH A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°10'00" AND A CHORD DISTANCE OF 33.51 FEET WHICH BEARS NORTH 17°37'19" EAST; THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING FOUR (4) COURSES: (1) ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 36.72 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 65°23'43" AND A CHORD DISTANCE OF 94.00 FEET, WHICH BEARS SOUTH 87°35'50" EAST; (2) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 99.30 FEET; (3) THENCE RUN SOUTH 54°53'58" EAST, A DISTANCE OF 314.32 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 21°26'02" AND A CHORD DISTANCE OF 126.45 FEET WHICH BEARS SOUTH 65°36'59" EAST; (4) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 127.19 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT 29; THENCE, ALONG THE WESTERLY LINE OF SAID LOT 29, RUN SOUTH 13°39'59" WEST, A DISTANCE OF 111.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 428,626 SQUARE FEET OR 9.840 ACRES, MORE OR LESS.

LESS AND EXCEPT THE INGRESS AND EGRESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2952, PAGE 2067 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM THE NORTHEASTERLY CORNER OF MISSION SANTA CRUZ, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 1, PAGES 60 THROUGH 64; THENCE, ALONG THE NORTHERLY LINE OF SAID MISSION SANTA CRUZ, RUN SOUTH 76°31'46" WEST, A DISTANCE OF 100.42 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEASTERLY CORNER OF SAID INGRESS AND EGRESS EASEMENT; THENCE, CONTINUING ALONG SAID NORTHERLY LINE, RUN SOUTH 76°31'46" WEST, A DISTANCE OF 39.97 FEET TO THE SOUTHWESTERLY CORNER OF SAID INGRESS AND EGRESS EASEMENT; THENCE, ALONG THE WESTERLY LINE OF SAID INGRESS AND EGRESS EASEMENT, RUN THE FOLLOWING TWO (2) COURSES: (1) NORTH 04°30'26" EAST, A DISTANCE OF 60.41 FEET; (2) NORTH 00°41'19" EAST, A DISTANCE OF 181.61 FEET TO THE NORTHWESTERLY CORNER OF SAID INGRESS AND EGRESS EASEMENT; THENCE, ALONG THE NORTHERLY LINE SAID INGRESS AND EGRESS EASEMENT, RUN NORTH 89°19'09" EAST, A DISTANCE OF 24.01 FEET TO THE NORTHEASTERLY CORNER OF SAID INGRESS AND EGRESS EASEMENT; THENCE, ALONG THE EASTERLY LINE OF SAID INGRESS AND EGRESS EASEMENT, RUN THE FOLLOWING THREE (3) COURSES: (1) SOUTH 00°41'19" WEST, A DISTANCE OF 182.96 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 17°32'10" AND A CHORD DISTANCE OF 29.88 FEET WHICH BEARS SOUTH 08°04'46" EAST; (2) THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 29.99 FEET; (3) SOUTH 16°28'42" EAST, A DISTANCE OF 19.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,006 SQUARE FEET OR 0.138 ACRES, MORE OR LESS.

LESS AND EXCEPT TRACT "K" AND TRACT "L" OF LOS COLINAS - PHASE I, AS RECORDED IN PLAT BOOK 45, PAGES 22-25 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT TRACT "U" AND TRACT "Y" OF LOS COLINAS - PHASE II, AS RECORDED IN PLAT BOOK 55, PAGES 19-25 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4821, PAGE 953 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH PARCEL 7
THAT CERTAIN TRACT OF LAND, BEING FIVE (5) FEET WIDE, LYING ABOVE THE ORDINARY

HIGH WATER LINE (OHWL), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, RUN ALONG THE WEST LINE OF SAID LOT 1, NORTH 00°39'49"EAST A DISTANCE OF 896.19 FEET; THENCE RUN, DEPARTING SAID WEST LINE, SOUTH 89° 20'10"EAST A DISTANCE OF 556.84 FEET TO A POINT HEREBY REFERRED TO POINT "A"; THENCE RUN NORTH 22° 22'55"WEST A DISTANCE OF 510.00 FEET MORE OR LESS, TO THE PRIOR POINT OF TERMINATION; THENCE FROM AFOREMENTIONED POINT "A", RUN NORTH 71° 55'28"EAST A DISTANCE OF 210.00 FEET; THENCE RUN NORTH 35° 55'28" EAST A DISTANCE OF 230.00 FEET; THENCE RUN NORTH 26° 04'32" WEST A DISTANCE OF 525.33 FEET TO A POINT FORMED BY SAID ORDINARY HIGH WATER LINE AND THE EASTERLY RIPARIAN LINE, BEING THE POINT OF BEGINNING; THENCE RUN, ALONG SAID ORDINARY HIGH WATER LINE THE FOLLOWING TEN (10) COURSES: (1) SOUTH 59° 14'13" WEST A DISTANCE OF 44.23 FEET; (2) THENCE RUN SOUTH 40° 04'59" WEST A DISTANCE OF 32.02 FEET; (3) THENCE RUN SOUTH 49° 43'00" WEST A DISTANCE OF 13.05 FEET; (4) THENCE RUN SOUTH 51 ° 19'23" WEST A DISTANCE OF 46.14 FEET; (5) THENCE RUN SOUTH 50° 19'01" WEST A DISTANCE OF 37.90 FEET; (6) THENCE RUN SOUTH 47° 22'13" WEST A DISTANCE OF 36.79 FEET; (7) THENCE RUN SOUTH 41° 27'24" WEST A DISTANCE OF 15.12 FEET; (8) THENCE RUN SOUTH 46° 17'49" WEST A DISTANCE OF 34.04 FEET; (9) THENCE RUN SOUTH 48° 32'41"WEST A DISTANCE OF 38.50 FEET; (10) THENCE RUN SOUTH 52° 47'47" WEST A DISTANCE OF 17.54 FEET TO THE NEW POINT OF TERMINATION, SAID POINT BEING NORTH 51° 35'52" EAST A DISTANCE OF 76.05 FEET FROM SAID PRIOR POINT OF TERMINATION; THENCE RUN, DEPARTING SAID ORDINARY HIGH WATER LINE THE FOLLOWING TWELVE (12) COURSES: (1) SOUTH 56° 43'17" EAST A DISTANCE OF 5.3 FEET; (2) THENCE RUN NORTH 52° 47'47" WEST A DISTANCE OF 15.95 FEET; (3) THENCE RUN NORTH 48° 32'41" EAST A DISTANCE OF 38.78 FEET; (4) THENCE RUN NORTH 46° 17'49" EAST A DISTANCE OF 34.35 FEET; (5) THENCE RUN NORTH 41° 27'24" EAST A DISTANCE OF 15.07 FEET; (6) THENCE RUN NORTH 47° 22'13" EAST A DISTANCE OF 36.40 FEET; (7) THENCE RUN NORTH 50° 19'01" EAST A DISTANCE OF 37.73 FEET; (8) THENCE RUN NORTH 51° 19'23" EAST A DISTANCE OF 46.17 FEET; (9) THENCE RUN NORTH 49° 43'00" EAST A DISTANCE OF 13.54 FEET; (10) THENCE RUN NORTH 40° 04'59" EAST A DISTANCE OF 31.59 FEET; (11) NORTH 59° 14'13" EAST A DISTANCE OF 42.98 FEET; (12) THENCE RUN NORTH 26° 04'32" WEST A DISTANCE OF 5.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PARCEL 8

SUBMERGED LANDS DESCRIBED AS FOLLOWS:

THAT CERTAIN TRACT OF LAND, PART OF WHICH IS COVERED BY WATERS OF LITTLE LAKE HARRIS, LYING BELOW THE 64.36 FOOT CONTOUR LINE, SAID CONTOUR LINE BEING DETERMINED TO BE THE SAFE UPLAND LINE FOR DEVELOPMENT BY THE CRITERIA SET FORTH BY THE DEPARTMENT OF NATURAL RESOURCES ON JUNE 5, 1989, AND BEING THE SAME CONTOUR LINE AS SHOWN ON ATTACHMENT A, PAGE 11 OF 15, SOVEREIGNTY SUBMERGED LANDS LEASE NO. 350614444, DATED JUNE 5, 1989, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN N00°44'21"E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 896.19 FEET; THENCE S89°15'38"E 556.84 FEET; THENCE N72°00'00"E 210.00 FEET; THENCE N36°00'00"E 230.00 FEET; THENCE N26°00'00"W 523.98 FEET TO THE ABOVE MENTIONED 64.36 FOOT CONTOUR LINE; THENCE ALONG SAID CONTOUR LINE THE FOLLOWING COURSES: S48°25'46"W 53.59 FEET; THENCE S42°41'19" W 15.14 FEET; THENCE S31°34'52"W 2.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S31°34'52"W 16.58 FEET; THENCE S75°43'51"W 5.39 FEET; THENCE DEPARTING SAID CONTOUR LINE, RUN N32°10'59"W 42.20 FEET; THENCE S58°38'52"W 63.82 FEET; THENCE S31°21'08"E 4.00 FEET; THENCE S58°38'52"W 115.16 FEET; THENCE N31°23'59"W 166.00 FEET; THENCE N58°38'50"E 219.04 FEET; THENCE S32°23'18"E 162.03 FEET; THENCE S58°38'52"W 22.86 FEET; THENCE RUN S32°10'59"E A DISTANCE OF 36.24 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENT PARCEL

ACCESS EASEMENT

COMMENCING AT A POINT BEING THE SOUTHWEST CORNER OF GOVERNMENT LOT 1; THENCE, ALONG THE SOUTHERLY LINE OF SAID LOT 1, RUN SOUTH 89°48'55" EAST, A DISTANCE OF 738.14 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19 AS RECORDED IN PLAT BOOK 24, PAGES 25 AND 26 AND PLAT BOOK 60, PAGE 16 OF THE PUBLIC RECORDS OF LAKE COUNTY; THENCE, ALONG SAID NORTHWESTERLY LINE, RUN NORTH 46°58'37" EAST, A DISTANCE OF 424.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH 46°54'37" WEST, A DISTANCE OF 10.98 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 23°24'10" AND A CHORD DISTANCE OF 77.07 FEET WHICH BEARS NORTH 58°36'41" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 77.61 FEET; THENCE NORTH 70°18'46" WEST, A DISTANCE OF 145.95 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 206.85 FEET, A CENTRAL ANGLE OF 13°49'20" AND A CHORD DISTANCE OF 49.78 FEET WHICH BEARS NORTH 70°11'58" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 49.90 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 89.56 FEET, A CENTRAL ANGLE OF 20°42'38" AND A CHORD DISTANCE OF 32.20 FEET WHICH BEARS NORTH 60°48'53" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 32.37 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 170.04 FEET, A CENTRAL ANGLE OF 41°37'45" AND A CHORD DISTANCE OF 120.85 FEET WHICH BEARS NORTH 61°43'40" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 123.55 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 215.78 FEET, A CENTRAL ANGLE OF 10°12'09" AND A CHORD DISTANCE OF 38.37 FEET WHICH BEARS NORTH 56°49'31" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 38.42 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 195.66 FEET, A CENTRAL ANGLE OF 22°03'11" AND A CHORD DISTANCE OF 74.84 FEET WHICH BEARS NORTH 57°57'55" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 75.31 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 187.42 FEET, A CENTRAL ANGLE OF 21°37'01" AND A CHORD DISTANCE OF 70.29 FEET WHICH BEARS NORTH 53°57'30" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 70.71 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 88.58 FEET, A CENTRAL ANGLE OF 20°55'03" AND A CHORD DISTANCE OF 32.16 FEET WHICH BEARS NORTH 65°39'10" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 32.34 FEET; THENCE NORTH 38°56'50" WEST, A DISTANCE OF 19.40 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 87.15 FEET, A CENTRAL ANGLE OF 33°27'49" AND A CHORD DISTANCE OF 50.18 FEET WHICH BEARS NORTH 23°15'27" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 50.90 FEET; THENCE NORTH 03°54'48" WEST, A DISTANCE OF 59.87 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 71.06 FEET, A CENTRAL ANGLE OF 57°21'03" AND A CHORD DISTANCE OF 68.20 FEET WHICH BEARS NORTH 27°14'17" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 71.13 FEET; THENCE NORTH 49°49'07" EAST, A DISTANCE OF 89.13 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 109.27 FEET, A CENTRAL ANGLE OF 17°49'16" AND A CHORD DISTANCE OF 33.85 FEET WHICH BEARS NORTH 57°58'02" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 33.99 FEET; THENCE NORTH 72°49'56" EAST, A DISTANCE OF 43.63 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE NORTHWEST, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 28°04'18" AND A CHORD DISTANCE OF 50.93 FEET WHICH BEARS NORTH 58°47'47" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 51.44 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A

RADIUS OF 94.63 FEET, A CENTRAL ANGLE OF 19°46'14" AND A CHORD DISTANCE OF 32.49 FEET WHICH BEARS NORTH 54°39'15" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 32.65 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHWEST, HAVING A RADIUS OF 111.10 FEET, A CENTRAL ANGLE OF 55°34'11" AND A CHORD DISTANCE OF 103.58 FEET WHICH BEARS NORTH 42°55'03" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 107.75 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 235.24 FEET, A CENTRAL ANGLE OF 32°40'10" AND A CHORD DISTANCE OF 132.32 FEET WHICH BEARS NORTH 33°44'46" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 134.13 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE WEST, HAVING A RADIUS OF 57.76 FEET, A CENTRAL ANGLE OF 71°46'52" AND A CHORD DISTANCE OF 67.72 FEET WHICH BEARS NORTH 19°54'39" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 72.36 FEET; THENCE NORTH 34°28'35" WEST, A DISTANCE OF 35.48 FEET; THENCE NORTH 31°33'17" WEST, A DISTANCE OF 119.42 FEET; THENCE NORTH 33°10'05" WEST, A DISTANCE OF 55.90 FEET; THENCE NORTH 30°01'58" WEST, A DISTANCE OF 255.11 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF A 5 FEET WIDE RETAINED LANDS AREA; THENCE, ALONG SAID SOUTHERLY BOUNDARY LINE, RUN NORTH 49°56'13" EAST, A DISTANCE OF 15.68 FEET; THENCE RUN NORTH 40°04'59" EAST, A DISTANCE OF 31.59 FEET; THENCE RUN NORTH 59°14'13" EAST, A DISTANCE OF 6.80 FEET; THENCE, DEPARTING SAID SOUTHERLY BOUNDARY LINE, SOUTH 29°39'44" EAST, A DISTANCE OF 252.58 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 35°29'24" AND A CHORD DISTANCE OF 45.72 FEET WHICH BEARS SOUTH 11°55'03" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 46.46 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 37°07'56" AND A CHORD DISTANCE OF 35.02 FEET WHICH BEARS SOUTH 12°44'19" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 35.64 FEET; THENCE SOUTH 31°18'17" EAST, A DISTANCE OF 152.54 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 74°24'14" AND A CHORD DISTANCE OF 60.46 FEET WHICH BEARS SOUTH 05°53'50" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 64.93 FEET; THENCE SOUTH 43°05'57" WEST, A DISTANCE OF 41.57 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 14°53'19" AND A CHORD DISTANCE OF 66.08 FEET WHICH BEARS SOUTH 35°39'17" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 66.26 FEET; THENCE SOUTH 26°48'28" WEST, A DISTANCE OF 77.58 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 99.08 FEET, A CENTRAL ANGLE OF 45°51'38" AND A CHORD DISTANCE OF 77.21 FEET WHICH BEARS SOUTH 46°04'24" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 79.31 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 29°22'52" AND A CHORD DISTANCE OF 38.04 FEET WHICH BEARS SOUTH 54°18'47" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 38.46 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 42°00'28" AND A CHORD DISTANCE OF 75.27 FEET WHICH BEARS SOUTH 60°37'35" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 76.98 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 106.00 FEET, A CENTRAL ANGLE OF 33°06'22" AND A CHORD DISTANCE OF 60.40 FEET WHICH BEARS SOUTH 65°04'38" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 61.25 FEET; THENCE SOUTH 48°31'27" WEST, A DISTANCE OF 96.53 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 49.00 FEET, A CENTRAL ANGLE OF 55°00'13" AND A CHORD DISTANCE OF 45.25 FEET WHICH BEARS SOUTH 21°01'20" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 47.04 FEET; THENCE SOUTH 06°28'46" EAST, A DISTANCE OF 59.86 FEET TO A POINT OF CURVATURE WITH A CURVE TO

THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 62°00'33" AND A CHORD DISTANCE OF 56.66 FEET WHICH BEARS SOUTH 37°29'03" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 59.52 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 151.63 FEET, A CENTRAL ANGLE OF 13°45'30" AND A CHORD DISTANCE OF 36.32 FEET WHICH BEARS SOUTH 69°40'21" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 36.41 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 34.63 FEET, A CENTRAL ANGLE OF 21°38'14" AND A CHORD DISTANCE OF 13.00 FEET WHICH BEARS SOUTH 73°06'16" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 13.08 FEET TO A POINT BEING REFERENCE POINT 'A'; THENCE DEPARTING SAID POINT RUN SOUTH 83°48'54" EAST, A DISTANCE OF 24.24 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 64.00 FEET, A CENTRAL ANGLE OF 54°10'15" AND A CHORD DISTANCE OF 58.28 FEET WHICH BEARS SOUTH 56°43'47" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 60.51 FEET; THENCE SOUTH 29°38'40" EAST, A DISTANCE OF 24.31 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 69.00 FEET, A CENTRAL ANGLE OF 61°17'50" AND A CHORD DISTANCE OF 70.35 FEET WHICH BEARS SOUTH 60°17'34" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 73.82 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 69.00 FEET, A CENTRAL ANGLE OF 52°54'11" AND A CHORD DISTANCE OF 61.47 FEET WHICH BEARS SOUTH 64°27'17" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 63.71 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 167.00 FEET, A CENTRAL ANGLE OF 34°39'27" AND A CHORD DISTANCE OF 99.48 FEET WHICH BEARS SOUTH 55°16'23" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 101.02 FEET; THENCE SOUTH 72°36'07" EAST, A DISTANCE OF 43.86 FEET; THENCE SOUTH 69°40'08" EAST, A DISTANCE OF 136.07 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 126.00 FEET, A CENTRAL ANGLE OF 22°51'26" AND A CHORD DISTANCE OF 49.93 FEET WHICH BEARS SOUTH 58°14'25" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 50.27 FEET; THENCE SOUTH 46°48'42" EAST, A DISTANCE OF 29.61 FEET; THENCE SOUTH 46°58'37" WEST, A DISTANCE OF 21.99 FEET RETURNING TO THE POINT OF BEGINNING.

LESS AND EXCEPT: COMMENCING AT REFERENCE POINT 'A' RUN SOUTH 10°17'45" EAST, A DISTANCE OF 13.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82°05'24" EAST, A DISTANCE OF 27.06 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 42.50 FEET, A CENTRAL ANGLE OF 58°04'40" AND A CHORD DISTANCE OF 41.26 FEET WHICH BEARS SOUTH 53°03'05" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 43.08 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 203.41 FEET, A CENTRAL ANGLE OF 08°28'08" AND A CHORD DISTANCE OF 30.04 FEET WHICH BEARS SOUTH 28°14'27" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 30.07 FEET TO A POINT BEING REFERENCE POINT 'B', SAID POINT ALSO BEING A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 142°53'55" AND A CHORD DISTANCE OF 5.69 FEET WHICH BEARS SOUTH 38°58'27" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 7.48 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 136.10 FEET, A CENTRAL ANGLE OF 23°11'36" AND A CHORD DISTANCE OF 54.72 FEET, WHICH BEARS NORTH 57°58'48" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 55.09 FEET; THENCE NORTH 46°23'00" WEST, A DISTANCE OF 36.61 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 144°17'35" AND A CHORD DISTANCE OF 5.71 FEET

WHICH BEARS NORTH 25°45'48" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 7.56 FEET RETURNING TO THE POINT OF BEGINNING,

LESS AND EXCEPT: COMMENCING AT REFERENCE POINT 'B' RUN SOUTH 56°30'13" EAST, A DISTANCE OF 62.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°04'12" EAST, A DISTANCE OF 26.50 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 41.50 FEET, A CENTRAL ANGLE OF 47°33'15" AND A CHORD DISTANCE OF 33.46 FEET WHICH BEARS SOUTH 64°17'34" EAST: THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 34.44 FEET ; THENCE SOUTH 40°30'57" EAST, A DISTANCE OF 37.51 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE NORTHWEST, HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 136°53'46" AND A CHORD DISTANCE OF 5.58 FEET WHICH BEARS SOUTH 27°55'56" WEST: THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 7.17 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 110.24 FEET, A CENTRAL ANGLE OF 33°07'25" AND A CHORD DISTANCE OF 62.85 FEET WHICH BEARS NORTH 67°02'22" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 63.73 FEET; THENCE NORTH 49°49'11" WEST, A DISTANCE OF 29.52 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 141°44'59" AND A CHORD DISTANCE OF 5.67 FEET WHICH BEARS NORTH 21°03'19" EAST: THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 7.42 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 51,196 SQUARE FEET OR 1.175 ACRES, MORE OR LESS.

SECTION D

SEWER CAPACITY ASSIGNMENT AGREEMENT

THIS SEWER CAPACITY ASSIGNMENT AGREEMENT (the "Agreement") is entered into this 10th day of November, 2021, between Packing House By-Products Co. d/b/a Mission Inn Resort, whose address is 10400 CR 48, Howey-in-the-Hills, FL 34737 ("Developer"), and Park Square Enterprises, LLC, whose address is 5200 Vineland Road, Suite 200, Orlando, FL 32832 ("Park Square").

RECITALS

WHEREAS, Developer owns twenty (20) finished lots located within Mission Inn's Las Colinas development and more particularly described on Exhibit "A" attached hereto (collectively referred to as the "Property" and individually a "Lot"); and

WHEREAS, pursuant to that certain Agreement and Commitment for Utility Service dated August 1, 2005 (the "Service Agreement"), Developer has the contractual right to receive central wastewater collection and treatment services for three hundred sixty-six (366) residential structures a/k/a Equivalent Residential Units ("ERUs") the ("Utility Services") from Central Lake Community Development District (the "District"); and

WHEREAS, pursuant to the Service Agreement, Developer installed the main sewer distribution line connection from the District's central treatment plant and stubbed it to each Lot; such distribution line (and related wastewater systems and facilities) have been conveyed by Developer to the District; and Developer paid all amounts required to expand the District's sewage plant for the Utility Services and District has reimbursed Developer for such advanced costs; and

WHEREAS, Developer and Park Square have entered into that certain Vacant Land Contract dated effective September 12, 2021 under which Park Square will purchase the Property from Developer (the "Finished Lots Contract"); and

WHEREAS, Developer is agreeable to and will hold and reserve twenty (20) residential ERUs (the "Reserved Utility Services") for Park Square's development of the Property and is agreeable to and will assign the Reserved Utility Services to Park Square pursuant to the terms of this Agreement; and

WHEREAS, the District has given its consent to Developer's assignment of the Reserved Utility Services to Park Square; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein as if fully set forth.
2. Assignment of Reserved Utility Services. At each Lot closing under the Finished Lots Contract, Developer will assign such portion of the Reserved Utility Services (as expressed in ERUs) equal to the number of Lots being purchased by Park Square for such closing. By way of example, if Park Square is purchasing four (4) Lots at such closing, then Developer will assign four (4) ERUs.

At each Lot closing, Developer and Park Square will execute the Assignment of Rights and Obligations under Agreement and Commitment for Utility Services in the form attached hereto as Exhibit "B" (the "Assignment") and thereafter, Developer and Park Square will deliver a copy of the fully-executed Assignment to the District. Such Assignment provides that the full assignment of an ERU will be conditional on Park Square's payment to Developer of the Assignment Price per ERU on the date a building permit is issued for such Lot.

3. Assignment Price. The Assignment Price shall be calculated on a per ERU basis and shall be in an amount equal to 100% of the then prevailing standard rate charged by the District for a residential ERU as of the date a building permit is issued for such Lot. By way of example, if as of the date a building permit is issued the District's then prevailing rate for each ERU is \$3,517.50 and Park Square has received the issuance of three (3) building permits for three (3) Lots, then the Assignment Price would be \$10,552.50 ($\$3,517.50 \times 3$). The Assignment Price for an ERU will be paid by Park Square to Developer immediately upon the issuance of a building permit for a Lot.
 4. Reservation and Maintenance Capacity Reservation Fees. Developer will be responsible for and be required to pay all reservation and maintenance capacity reservation fees on the Reserved Utility Services if such fees are adopted by the District and applied to the District's customers uniformly, as provided in the Service Agreement.
 5. Term. The Term of this Agreement shall commence on the date of this Agreement and continue until the earlier of (i) the date Park Square has taken assignment of all the Reserved Utility Capacity, including payment of the Assignment Price amounts due, (ii) the termination of this Agreement, or (iii) the termination of the Finished Lots Contract.
-

6. Lot Repurchase Option. Developer and Park Square acknowledge and agree that the Finished Lots Contract grants Developer the right and option of repurchasing a Lot sold by Developer to Park Square if Park Square fails to achieve certain requirements regarding the sale and development of such Lot, including the issuance of a building permit within a certain time period (the "Repurchase Option"). In the event that Developer properly exercises its Repurchase Option for a Lot, (i) then the ERU assigned by Developer to Park Square at the closing of such Lot shall be void and shall automatically revert back to Developer, and (ii) if Park Square had already paid the Assignment Price for such ERU to Developer, then Developer shall immediately repay such Assignment Price to Park Square.

7. Representation and Warranty. Developer represents and warrants that the Reserved Utility Capacity is not encumbered in any way and that Developer has full right and authority to effectuate the assignment of the Reserved Utility Capacity (including the District's consent thereto as set forth on Exhibit "C").

8. Notice. Any notices or other documents or instruments required or permitted to be served upon or given to either party hereto shall be in writing and shall be delivered in person or sent by a national recognized overnight courier service with signature release or in registered or certified form, postage prepaid, return receipt requested, addressed to such party at the following address:

Developer:
Packing House By-Products Co. Inc.
Attn: Bud Beucher
10400 CR48
Howey-in-the-Hills, FL 34737

Park Square:
Park Square Enterprises, LLC
Attn: Suresh Gupta
5200 Vineland Road
Suite 200
Orlando, FL 32832

or to such other either party may direct for itself from time to time by written notice forwarded in accordance herewith.

9. Default. If either party defaults in its performance under this Agreement and fails to cure such default within fifteen (15) days after receiving written notice from the non-defaulting party, then the non-defaulting party shall be entitled to exercise all rights and remedies available at law or in equity, including termination of this Agreement.

10. Costs and Attorneys' Fees. In the event of any litigation or dispute between the parties arising out of or in any way connected with this Agreement resulting in any litigation, the prevailing party in such litigation shall be entitled to recover its costs of prosecuting and/or defending same, including, without limitation, reasonable attorneys' fees at trial and all appellate levels.

11. Assignment. It is expressly agreed that the Reserved Utility Services may only be used for the development of the Property and may not be assigned for the development of any other property, without the express written consent of the District.

12. Time of Essence. Time is of the essence with respect to every provision hereof.

13. Consent of District. Set forth on Exhibit "C" is the District's written consent to Developer's assignment of the Reserved Utility Services to Park Square pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, Developer and Park Square have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterparts shall be considered an original executed copy of this Agreement.

Developer:

Packing House By-Products Co.

By: 
Bud Beucher, President

Park Square:

Park Square Enterprises, LLC


By: 
~~Suresh Gupta, Manager~~
Brahm Aggarwal

EXHIBIT "A"

PROPERTY/LOT

Certain real property located in Howey in the Hills, FL; Lake County Tax Parcel IDs:

22-20-25-1202-007-02700; 22-20-25-1202-007-02800; 22-20-25-1202-007-02600;

22-20-25-1202-007-02500; 22-20-25-1202-007-02400; 22-20-25-1202-007-02300;

22-20-25-1202-007-03400; 22-20-25-1202-007-01900; 22-20-25-1202-007-01800;

22-20-25-1202-007-03600; 22-20-25-1202-007-01500; 22-20-25-1202-007-04100;

22-20-25-1202-007-01200; 22-20-25-1202-007-00500; 22-20-25-1202-007-00400;

22-20-25-1202-006-02200; 22-20-25-1202-006-02000; 22-20-25-1202-006-01900;

22-20-25-1203-002-00000

EXHIBIT "B"

ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER AGREEMENT AND
COMMITMENT FOR UTILITY SERVICES

THIS ASSIGNMENT of Rights and Obligations under Agreement and Commitment for Utility Services ("Assignment") is made and entered into this, _____ the day of _____, 202_, by Packing House By-Products Co., a Florida corporation ("Assignor"), and Park Square Enterprises, LLC, a Delaware Limited liability company ("Assignee").

RECITALS WHEREAS, the Assignor, as Developer, has entered into that certain Agreement and Commitment for Utility Service dated August 1, 2005 ("Agreement"), with the Central Lake Community Development District, a community development district organized and existing in accordance with Chapter 190, Florida Statutes ("District"); and

WHEREAS, in accordance with the Agreement, the Assignor holds the right to receive from the District central wastewater collection and treatment services (the "Agreement Rights"; the services are referred to as the "Utility Services"), for a total of three hundred sixty-six (366) residential structures a/k/a Equivalent Residential Units ("ERUs") to be developed upon certain real property of the Assignor more particularly described in the Agreement ("Assignors Property"), upon the fulfillment of all of the terms, conditions, and obligations imposed upon the Assignor as Developer (collectively, such terms, conditions, and obligations the "Agreement Obligations"); and

WHEREAS, the Assignee is the owner of certain real property more particularly described on Exhibit "1" ("Assignee's Property") that is adjacent to the Assignor's Property that the Assignee intends to develop and Assignee desires Assignor to assign a portion of the Utility Services to Assignee; and

WHEREAS, pursuant to the Sewer Capacity Assignment Agreement dated _____, 202_ between Assignor and Assignee (the "Sewer Assignment Agreement"), the Assignor is willing to assign to the Assignee, and the Assignee is willing to accept from the Assignor, an assignment of such portion of the Agreement Rights and the Agreement Obligations as pertains to the provision of Utility Services specifically related to central wastewater collection and treatment service for a total of _____ () residential structures a/k/a ERUs, the ("Assigned Utility Services"); and

WHEREAS, following the Assignment, (i) the Assignee will receive the Assigned Utility Services from the District for the development of the Assignee's Property, and

(ii) the Assignor will retain such portion of the Agreement Rights and the Agreement Obligations as pertain to the provision of Utility Services identified in the Agreement ("Retained Utility Services") for the development of the Assignor's Property, and

WHEREAS, the District is willing to consent to the Assignment so long as (i) such Assignment (including the Sewer Assignment Agreement") is subject to the terms and conditions of the Agreement, (ii) the Assigned Utility Services shall be available solely for the development of the Assignee's Property and shall not be transferable to any other real property, (iii) the Assignee shall be responsible for and promptly pay or assume any and all obligations under the Agreement with respect to the Assigned Utility Services (except Developer will be responsible for and be required to pay all reservation and maintenance capacity reservation fees on the Assigned Utility Services if such fees are adopted by the District and applied to District's customers uniformly, as provided for in the Agreement), (iv) the Assignee shall be responsible for and promptly pay or assume any and all additional design or construction costs or other increases in the Agreement resulting from the Assignment, (v) the Assignor remains liable to the District for the performance of the Agreement Obligations that pertain to the Assigned Utility Services in the event of a breach of such obligations by the Assignee, and (vi) there are no material amendments or modifications to the Approved Assignment Agreements. .

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Assignor and Assignee agree as follows:

1. Assignment. Subject to Section 5 herein, the Assignor hereby transfers and assigns to the Assignee, its successors and assigns, all right, title, and interest in and to the Assigned Utility Services, including all of the Agreement Rights and the Agreement Obligations pertaining to the Assigned Utility Services, solely for the development of the Assignee's Property described in the attached Exhibit 1; provided, that notwithstanding anything in this Assignment to the contrary, Assignor will be responsible for and be required to pay all reservation and maintenance capacity reservation fees on the Assigned Utility Capacity if such fees are adopted by the District and applied to District's customers uniformly, as provided for in the Service Agreement.

2. Acceptance and Assumption. Subject to Section 5 herein, the Assignee hereby accepts the foregoing Assignment from the Assignor of all right, title, and interest in and to the Assigned Utility Services, and assumes all of the Agreement Rights and the Agreement Obligations pertaining to the Assigned Utility Services.

The Assignee agrees to assume and perform, at Assignee's sole expense, all Agreement Obligations required of the Assignor under the Agreement as such obligations pertain to the provision of the Assigned Utility Services and otherwise to act in accordance with the terms and conditions stated in the Agreement with respect to the Assigned Utility Services. The Assignee further agrees to be responsible for and promptly pay or assume any and all additional design or construction costs or other increases in the Agreement Obligations resulting from the Assignment. The Assignee further agrees to indemnify and otherwise hold harmless the Assignor from any and all liability, costs and damages that may arise in connection with the performance or nonperformance of the Agreement Obligations with respect to the Assigned Utility Services.

3. Retained Utility Services. The Assignor retains such portion of the Agreement Rights and the Agreement Obligations as pertain to the Retained Utility Services, and agrees to perform all Agreement Obligations required of the Assignor under the Agreement as such obligations pertain to the provision of the Retained Utility Services, and otherwise to act in accordance with the terms and conditions stated in the Agreement with respect to the Retained Utility Services.

4. Liability of Assignor Upon Default of Assignee. Notwithstanding any other provision of this Assignment, the Assignor shall remain liable to the District for the performance of the Agreement Obligations that pertain to the Assigned Utility Services in the event of a breach of such obligations by the Assignee.

5. Conditions. Notwithstanding anything in this Assignment to the contrary, the assignment of all or any portion of the Assigned Utility Capacity (i) is conditional upon and shall not have full force and effect until Assignee has made payment to Assignor of the Assignment Price for such Assigned Utility Capacity, as provided for under Section 2 of the Sewer Assignment Agreement, and (ii) is subject to the Lot Repurchase Option provision under Section 6 of the Sewer Assignment Agreement.

DATED this ____ day of _____, 202_

Assignor:

Packing House By-Products Co.

By: _____
Bud Beucher, President

Assignee:

Park Square Enterprises, LLC

By: _____
Suresh Gupta, Manager

EXHIBIT "I" PROPERTY DESCRIPTION

[TO BE INSERTED]

EXHIBIT "C"

CONSENT OF CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT

The Central Lake Community Development District ("District") is a party to that certain Agreement and Commitment for Utility Service dated August 1, 2005, with Packing House By-Products Co. d/b/a Mission Inn Resorts (hereinafter referred to as the "Developer") (the "Service Agreement").

The District acknowledges that the Developer and Park Square Enterprises, LLC ("Park Square") have entered into a certain Vacant Land Contract dated effective September 12, 2021 under which Park Square will purchase twenty (20) finished lots from Developer (the "Finished Lots Contract").


The District further acknowledges that the Finished Lots Contract is conditional on (i) Developer and Park Square entering into the form of Sewer Capacity Assignment Agreement (including the Assignment of Rights and Obligations Under Agreement and Commitment for Utility Services attached as Exhibit "B" to the Sewer Capacity Assignment Agreement) under which Developer will assign the applicable number of ERUs to Park Square for each Lot closing (the "Assigned Utility Services"), a copy of which is attached as Exhibit "A" hereto (the "Approved Assignment Agreements") and (ii) the District consenting to such assignment, including the Approved Assignment Agreements.

The District does hereby consent to Developer's assignment of twenty (20) ERUs to Park Square for the Lot closings and the Approved Assignment Agreements so long as (i) the Approved Assignment Agreements are subject to the terms and conditions of the Service Agreement, (ii) the Assigned Utility Services shall be available solely for the development of the Park Square's Property and shall not be transferable to any other real property, (iii) Park Square shall be responsible for and promptly pay or assume any and all obligations under the Service Agreement with respect to the Assigned Utility Services (except Developer will be responsible for and be required to pay all reservation and maintenance capacity reservation fees on the Assigned Utility Services if such fees are adopted by the District and applied to District's customers uniformly, as provided for in the Service Agreement), (vi) Park Square shall be responsible for and promptly pay or assume any and all additional design or construction costs or other increases in the Service Agreement resulting from the Approved Assignment Agreements, (v) Developer shall remain liable to the District for the performance of the all obligations under the Service Agreement that pertain to the Assigned Utility Services in the event of a breach of such obligations by Park Square, and (vi) there are no material amendments or modifications to the Approved Assignment Agreements. Upon any

default by Park Square not cured within the any applicable grace period, the District may, at its option, proceed directly and at once against the Developer.

DATED this 10 day of NOV., 2021.

Central Lake Community Development District

By: 
Its: Chairman

SEWER CAPACITY ASSIGNMENT AGREEMENT

THIS SEWER CAPACITY ASSIGNMENT AGREEMENT (the "Agreement") is entered into this 10th day of November, 2021, between Packing House By-Products Co. d/b/a Mission Inn Resort, whose address is 10400 CR 48, Howey-in-the-Hills, FL 34737 ("Developer"), and Park Square Enterprises, LLC, whose address is 5200 Vineland Road, Suite 200, Orlando, FL 32832 ("Park Square").

RECITALS

WHEREAS, Developer owns certain vacant land within Mission Inn's Las Colinas development and more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, pursuant to that certain Agreement and Commitment for Utility Service dated August 1, 2005 (the "Service Agreement"), Developer has the contractual right to receive central wastewater collection and treatment services for three hundred sixty-six (366) residential structures a/k/a Equivalent Residential Units ("ERUs") the ("Utility Services") from Central Lake Community Development District (the "District"); and

WHEREAS, pursuant to the Service Agreement, Developer paid all amounts required to expand the District's sewage plant for the Utility Services and District has reimbursed Developer for such advanced costs; and

WHEREAS, Developer and Park Square have entered into that certain Vacant Land Contract dated effective September 12, 2021 (the "Vacant Land Contract") under which Park Square will purchase the Property from Developer for the development of two hundred seventy-two (272) residential units (each referred to as a "Unit") in three (3) separate takes (each referred to as a "Take"), with Take 1 being for 120 Units and having a closing date of approximately August of 2022, Take 2 being for 85 Units and having a closing date of approximately November of 2023, and Take 3 being for 67 Units and having a closing date of approximately February of 2025; and

WHEREAS, Developer is agreeable to and will hold and reserve two hundred seventy-two (272) residential ERUs (the "Reserved Utility Services") for Park Square's development of the Property and is agreeable to and will assign the Reserved Utility Services to Park Square pursuant to the terms of this Agreement; and

WHEREAS, the District has given its consent to Developer's assignment of the Reserved Utility Services to Park Square; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein as if fully set forth.

2. Assignment of Reserved Utility Services. At each Take closing under the Vacant Land Contract, Developer will assign such portion of the Reserved Utility Services (as expressed in ERUs) equal to the number of Units being developed by Park Square for such Take closing. By way of example, for Take 1, Park Square will be developing one hundred twenty (120) Units and therefore, Developer will assign one hundred twenty (120) ERUs.

At each Take closing, Developer and Park Square will execute the Assignment of Rights and Obligations under Agreement and Commitment for Utility Services in the form attached hereto as Exhibit "B" (the "Assignment") and thereafter, Developer and Park Square will deliver a copy of the fully-executed Assignment to the District. Such Assignment provides that the full assignment of an ERU will be conditional on Park Square's payment to Developer of the Assignment Price per ERU on the date a building permit is issued for such Unit.

If pursuant to the terms of the Vacant Land Contract, the number of Units changes (whether in total or for one or more Take), then the number of ERU's to be assigned by Developer to Park Square shall change accordingly.

3. Assignment Price. The Assignment Price shall be calculated on a per ERU basis and shall be in an amount equal to 100% of the then prevailing standard rate charged by the District for a residential ERU as of the date a building permit is issued for such Unit. By way of example, if as of the date a building permit is issued the District's then prevailing rate for each ERU is \$3,517.50 and Park Square has received the issuance of three (3) building permits for three (3) Units, then the Assignment Price would be \$10,552.50 ($\$3,517.50 \times 3$). The Assignment Price for an ERU will be paid by Park Square to Developer immediately upon the issuance of a building permit for a Unit.

4. Reservation and Maintenance Capacity Reservation Fees. Developer will be responsible for and be required to pay all reservation and maintenance capacity reservation fees on the Reserved Utility Services if such fees are adopted by the District and applied to the District's customers uniformly, as provided in the Service Agreement.

5. Term. The Term of this Agreement shall commence on the date of this Agreement and continue until the earlier of (i) the date Park Square has taken assignment of all the Reserved Utility Capacity, including payment of the Assignment Price amounts due, (ii) the termination of this Agreement, or (iii) the termination of the Vacant Land Contract.

6. Lot Repurchase Option. Park Square intends to subdivide each Take into lots (each referred to as a "Lot")) for the construction of Units thereon. Developer and Park Square acknowledge and agree that the Vacant Land Contract grants Developer the right and option of repurchasing a Lot if Park Square fails to achieve certain requirements regarding the sale and development of such Lot, including the issuance of a building permit within a certain time period (the "Repurchase Option"). In the event that Developer properly exercises its Repurchase Option for a Lot, (i) then the ERU assigned by Developer to Park Square for the Unit on such Lot shall be void and shall automatically revert back to Developer, and (ii) if Park Square had already paid the Assignment Price for such ERU to Developer, then Developer shall immediately repay such Assignment Price to Park Square.

7. Representation and Warranty. Developer represents and warrants that the Reserved Utility Capacity is not encumbered in any way and that Developer has full right and authority to effectuate the assignment of the Reserved Utility Capacity (including the District's consent thereto as set forth on Exhibit "C").

8. Notice. Any notices or other documents or instruments required or permitted to be served upon or given to either party hereto shall be in writing and shall be delivered in person or sent by a national recognized overnight courier service with signature release or in registered or certified form, postage prepaid, return receipt requested, addressed to such party at the following address:

Developer:
Packing House By-Products Co. Inc.
Attn: Bud Beucher
10400 CR48
Howey-in-the-Hills, FL 34737

Park Square:
Park Square Enterprises, LLC
Attn: Suresh Gupta
5200 Vineland Road
Suite 200
Orlando, FL 32832

or to such other either party may direct for itself from time to time by written notice forwarded in accordance herewith.

9. Default. If either party defaults in its performance under this Agreement and fails to cure such default within fifteen (15) days after receiving written notice from the non-defaulting party, then the non-defaulting party shall be entitled to exercise all rights and remedies available at law or in equity, including termination of this Agreement.

10. Costs and Attorneys' Fees. In the event of any litigation or dispute between the parties arising out of or in any way connected with this Agreement resulting in any litigation, the prevailing party in such litigation shall be entitled to recover its costs of prosecuting and/or defending same, including, without limitation, reasonable attorneys' fees at trial and all appellate levels.

11. Assignment. It is expressly agreed that the Reserved Utility Services may only be used for the development of the Property and may not be assigned for the development of any other property, without the express written consent of the District.

12. Time of Essence. Time is of the essence with respect to every provision hereof.

13. Consent of District. Set forth on Exhibit "C" is the District's written consent to Developer's assignment of the Reserved Utility Services to Park Square pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, Developer and Park Square have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterparts shall be considered an original executed copy of this Agreement.

Developer:

Packing House By-Products Co.

By: 
Bud Beucher, President

Park Square:

Park Square Enterprises, LLC


By: 
Braham Aggarwal, Manager

EXHIBIT "A"

PROPERTY

[TO BE INSERTED]

EXHIBIT "B"

ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER AGREEMENT AND
COMMITMENT FOR UTILITY SERVICES

THIS ASSIGNMENT of Rights and Obligations under Agreement and Commitment for Utility Services ("Assignment") is made and entered into this, _____ the day of _____, 202_, by Packing House By-Products Co., a Florida corporation ("Assignor"), and Park Square Enterprises, LLC, a Delaware Limited liability company ("Assignee").

RECITALS WHEREAS, the Assignor, as Developer, has entered into that certain Agreement and Commitment for Utility Service dated August 1, 2005 ("Agreement"), with the Central Lake Community Development District, a community development district organized and existing in accordance with Chapter 190, Florida Statutes ("District"); and

WHEREAS, in accordance with the Agreement, the Assignor holds the right to receive from the District central wastewater collection and treatment services (the "Agreement Rights"; the services are referred to as the "Utility Services"), for a total of three hundred sixty-six (366) residential structures a/k/a Equivalent Residential Units ("ERUs") to be developed upon certain real property of the Assignor more particularly described in the Agreement ("Assignors Property"), upon the fulfillment of all of the terms, conditions, and obligations imposed upon the Assignor as Developer (collectively, such terms, conditions, and obligations the "Agreement Obligations"); and

WHEREAS, the Assignee is the owner of certain real property more particularly described on Exhibit "I" ("Assignee's Property") that is adjacent to the Assignor's Property that the Assignee intends to develop and Assignee desires Assignor to assign a portion of the Utility Services to Assignee; and

WHEREAS, pursuant to the Sewer Capacity Assignment Agreement dated _____, 202_ between Assignor and Assignee (the "Sewer Assignment Agreement"), the Assignor is willing to assign to the Assignee, and the Assignee is willing to accept from the Assignor, an assignment of such portion of the Agreement Rights and the Agreement Obligations as pertains to the provision of Utility Services specifically related to central wastewater collection and treatment service for _____ (____) residential structures a/k/a ERUs under Take ___ (the "Assigned Utility Services"); and

WHEREAS, following the Assignment, (i) the Assignee will receive the Assigned Utility Services from the District for the development of the Assignee's Property, and

(ii) the Assignor will retain such portion of the Agreement Rights and the Agreement Obligations as pertain to the provision of Utility Services identified in the Agreement ("Retained Utility Services") for the development of the Assignor's Property, and

WHEREAS, the District is willing to consent to the Assignment so long as (i) such Assignment (including the Sewer Assignment Agreement") is subject to the terms and conditions of the Agreement, (ii) the Assigned Utility Services shall be available solely for the development of the Assignee's Property and shall not be transferable to any other real property, (iii) the Assignee shall be responsible for and promptly pay or assume any and all obligations under the Agreement with respect to the Assigned Utility Services, (iv) the Assignee shall be responsible for and promptly pay or assume any and all additional design or construction costs or other increases in the Agreement resulting from the Assignment, (v) the Assignor remains liable to the District for the performance of the Agreement Obligations that pertain to the Assigned Utility Services in the event of a breach of such obligations by the Assignee, and (vi) there are no material amendments or modifications to the Approved Assignment Agreements.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Assignor and Assignee agree as follows:

1. Assignment. Subject to Section 5 herein, the Assignor hereby transfers and assigns to the Assignee, its successors and assigns, all right, title, and interest in and to the Assigned Utility Services, including all of the Agreement Rights and the Agreement Obligations pertaining to the Assigned Utility Services, solely for the development of the Assignee's Property described in the attached Exhibit I.

2. Acceptance and Assumption. Subject to Section 5 herein, the Assignee hereby accepts the foregoing Assignment from the Assignor of all right, title, and interest in and to the Assigned Utility Services, and assumes all of the Agreement Rights and the Agreement Obligations pertaining to the Assigned Utility Services.

The Assignee agrees to assume and perform, at Assignee's sole expense, all Agreement Obligations required of the Assignor under the Agreement as such obligations pertain to the provision of the Assigned Utility Services and otherwise to act in accordance with the terms and conditions stated in the Agreement with respect to the Assigned Utility Services. The Assignee further agrees to be responsible for and promptly pay or assume any and all additional design or construction costs or other increases in the Agreement Obligations resulting from the Assignment. The Assignee further agrees to indemnify and otherwise hold harmless the Assignor from any and all liability, costs and damages that may arise in connection with the performance or nonperformance of the Agreement Obligations with respect to the Assigned Utility Services.

3. Retained Utility Services. The Assignor retains such portion of the Agreement Rights and the Agreement Obligations as pertain to the Retained Utility Services, and agrees to perform all Agreement Obligations required of the Assignor under the Agreement as such obligations pertain to the provision of the Retained Utility Services, and otherwise to act in accordance with the terms and conditions stated in the Agreement with respect to the Retained Utility Services.

4. Liability of Assignor Upon Default of Assignee. Notwithstanding any other provision of this Assignment, the Assignor shall remain liable to the District for the performance of the Agreement Obligations that pertain to the Assigned Utility Services in the event of a breach of such obligations by the Assignee.

5. Conditions. Notwithstanding anything in this Assignment to the contrary, the assignment of all or any portion of the Assigned Utility Capacity (i) is conditional upon and shall not have full force and effect until Assignee has made payment to Assignor of the Assignment Price for such Assigned Utility Capacity, as provided for under Section 2 of the Sewer Assignment Agreement, and (ii) is subject to the Lot Repurchase Option provision under Section 6 of the Sewer Assignment Agreement.

DATED this ____ day of _____, 202_

Assignor:

Packing House By-Products Co.

By: _____
Bud Beucher, President

Assignee:

Park Square Enterprises, LLC

By: _____
Suresh Gupta, Manager

EXHIBIT "I" PROPERTY DESCRIPTION

[TO BE INSERTED]

EXHIBIT "C"

CONSENT OF CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT

The Central Lake Community Development District ("District") is a party to that certain Agreement and Commitment for Utility Service dated August 1, 2005, with Packing House By-Products Co. d/b/a Mission Inn Resorts (hereinafter referred to as the "Developer") (the "Service Agreement").


The District acknowledges that the Developer and Park Square Enterprises, LLC ("Park Square") have entered into a certain Vacant Land Contract dated effective September 12, 2021 under which Park Square will purchase certain property (the "Property") from Developer for the development of two hundred seventy-two (272) residential units in three (3) separate takes (each referred to as a "Take").

The District further acknowledges that the Vacant Land Contract is conditional on (i) Developer and Park Square entering into the form of Sewer Capacity Assignment Agreement (including the Assignment of Rights and Obligations Under Agreement and Commitment for Utility Services attached as Exhibit "B" to the Sewer Capacity Assignment Agreement) under which Developer will assign the applicable number of ERUs to Park Square for each Take (the "Assigned Utility Services"), a copy of which is attached as Exhibit "A" hereto (the "Approved Assignment Agreements") and (ii) the District consenting to such assignment, including the Approved Assignment Agreements.

The District does hereby consent to Developer's assignment of two hundred seventy-two (272) ERUs to Park Square for the three (3) Takes and the Approved Assignment Agreements so long as (i) the Approved Assignment Agreements are subject to the terms and conditions of the Service Agreement, (ii) the Assigned Utility Services shall be available solely for the development of the Park Square's Property and shall not be transferable to any other real property, (iii) Park Square shall be responsible for and promptly pay or assume any and all obligations under the Service Agreement with respect to the Assigned Utility Services, (iv) Park Square shall be responsible for and promptly pay or assume any and all additional design or construction costs or other increases in the Service Agreement resulting from the Approved Assignment Agreements, (v) Developer shall remain liable to the District for the performance of the all obligations under the Service Agreement that pertain to the Assigned Utility Services in the event of a breach of such obligations by Park Square, and (vi) there are no material amendments or modifications to the Approved Assignment Agreements. Upon any default by Park Square not cured within the any applicable grace period, the District may, at its option, proceed directly and at once against the Developer.

DATED this 10th day of November, 2021.

Central Lake Community Development District

By: 
Its: Chairman

SECTION IX

SECTION C

SECTION 1

Central Lake Community Development District

Check Run Summary

August 18, 2022 thru May 16, 2023

Fund	Date	Check No.'s	Amount
Water & Sewer Fund	9/20/22	2331-2337	\$ 42,242.68
	10/24/22	2338-2344	\$ 24,898.20
	11/17/22	2345-2353	\$ 21,027.36
	12/14/22	2354-2359	\$ 62,387.17
	1/19/23	2360-2367	\$ 31,962.29
	2/22/23	2368-2376	\$ 78,723.92
	4/20/23	2377-2384	\$ 60,735.53
	5/16/23	2385-2389	\$ 33,773.92
			\$ 355,751.07
RAM Fund	9/20/22	94	\$ 375.00
			\$ 375.00
			\$ 356,126.07

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
9/20/22	00093	8/31/22	16497	202209	300-15500-10000				*	3,679.00	
					FY23 GEN.LIAB/PUBLIC OFFC						
9/20/22	00093	8/31/22	16497	202209	300-13100-10300				*	3,679.00	
					FY23 GEN.LIAB/PUBLIC OFFC						
9/20/22	00093	8/31/22	16497	202209	300-15500-10000				*	6,236.50	
					FY23 PROPERTY INSURANCE						
9/20/22	00093	8/31/22	16497	202209	300-13100-10300				*	6,236.50	
					FY23 PROPERTY INSURANCE						
EGIS INSURANCE & RISK ADVISORS											
9/20/22	00013	8/30/22	7-867-38	202208	301-51300-42000				*	26.06	
					DELIVERY 08/18/22						
9/20/22	00013	8/30/22	7-867-38	202208	300-13100-10300				*	1.37	
					DELIVERY 08/18/22						
FEDEX											
9/20/22	00001	9/01/22	208	202209	301-51300-34000				*	3,094.33	
					MANAGEMENT FEES SEPT22						
9/20/22	00001	9/01/22	208	202209	301-51300-34200				*	66.67	
					WEBSITE ADMIN SEPT22						
9/20/22	00001	9/01/22	208	202209	301-51300-34100				*	133.33	
					INFORMATION TECH SEPT22						
9/20/22	00001	9/01/22	208	202209	301-51300-51000				*	5.82	
					OFFICE SUPPLIES SEPT22						
9/20/22	00001	9/01/22	208	202209	301-51300-42000				*	117.71	
					POSTAGE SEPT22						
9/20/22	00001	9/01/22	208	202209	300-13100-10300				*	6.19	
					POSTAGE SEPT22						
9/20/22	00001	9/01/22	208	202209	301-51300-47000				*	8.55	
					COPIES SEPT22						
9/20/22	00001	9/01/22	208	202209	301-51300-51000				*	217.36	
					UTIL. BILLING ENVELOPES						
GOVERNMENTAL MANAGEMENT SERVICES											
9/20/22	00148	8/03/22	338191	202207	302-53600-46300				*	4,647.31	
					SEWER PLANT INSPECT JUL22						
9/20/22	00148	8/03/22	338191	202207	300-13100-10300				*	1,549.10	
					SEWER PLANT INSPECT JUL22						
9/20/22	00148	9/03/22	338318	202208	302-53600-46300				*	697.75	
					WATER PLANT INSPECT AUG22						
9/20/22	00148	9/03/22	338318	202208	300-13100-10300				*	232.58	
					WATER PLANT INSPECT AUG22						
9/20/22	00148	9/03/22	338373	202208	302-53600-46300				*	4,712.06	
					SEWER PLANT INSPECT AUG22						
9/20/22	00148	9/03/22	338373	202208	300-13100-10300				*	1,570.68	
					SEWER PLANT INSPECT AUG22						
GENERAL UTILITIES											
										13,409.48	

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
9/20/22	00101	9/01/22	1773AUG2	202208	302-53600-12000			MISSION INN RESORT & CLUB	*	719.53	719.53 002335
								LABOR SERVICES AUG22			
9/20/22	00004	8/01/22	6369	202207	300-13100-10300			MISSION INN RESORT & CLUB	*	1,341.73	1,341.73
								FRAC TANK RENTAL 7/1-7/31			
8/15/22		8/15/22	6265013	202208	302-53600-52000			HAWKINS-CHLORINE CYCLINDER	*	40.00	40.00
8/15/22		8/15/22	8265012	202208	302-53600-52000			HAWKINS-CHLORINE CYCLINDER	*	70.00	70.00
8/16/22		8/16/22	16	202208	300-13100-10300			HAWKINS-CHLORINE CYCLINDER	*	1,800.00	1,800.00
8/23/22		8/23/22	6274704	202208	302-53600-52000			INSTALL 2 CONCRETE SLABS	*	818.55	818.55
								HAWKINS-EPA REG.CHLORINE			
9/20/22	00138	9/20/22	09202022	202209	300-22000-10100			MISSION INN GOLF & TENNIS RESORT	*	535.00	4,070.28 002336
								BAL.LOTS#25, 46, 86 & 87			
10/24/22	00013	9/27/22	7-896-58	202209	301-51300-42000			VENEZIA HOWEY, LLC	*	24.41	535.00 002337
								DELIVERY 09/20/22			
9/27/22		9/27/22	7-896-58	202209	300-13100-10300			FEDEX	*	1.28	1.28
								DELIVERY 09/20/22			
10/24/22	00057	9/30/22	1793-001	202209	301-51300-31500				*	708.00	25.69 002338
								REV COMM/PROP AGREEMENTS			
9/30/22		9/30/22	1793-001	202209	300-13100-10300				*	708.00	708.00
								REV COMM/PROP AGREEMENTS			
10/24/22	00001	9/23/22	209	202206	301-51300-51000			GONANO & HARRELL	*	97.73	1,416.00 002339
								PERF. UTILITY BILL PAPER			
10/01/22		10/01/22	210	202210	301-51300-34000				*	3,094.33	3,094.33
								MANAGEMENT FEES OCT22			
10/01/22		10/01/22	210	202210	301-51300-34200				*	83.33	83.33
								WEBSITE ADMIN OCT22			
10/01/22		10/01/22	210	202210	301-51300-34100				*	150.00	150.00
								INFORMATION TECH OCT22			
10/01/22		10/01/22	210	202210	301-51300-51000				*	6.15	6.15
								OFFICE SUPPLIES OCT22			
10/01/22		10/01/22	210	202210	301-51300-42000				*	116.68	116.68
								POSTAGE OCT22			
10/01/22		10/01/22	210	202210	300-13100-10300				*	6.14	6.14
								POSTAGE OCT22			
								GOVERNMENTAL MANAGEMENT SERVICES			3,554.36 002340

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
10/24/22	00148	10/03/22	338479	202209	302-53600-46300			GENERAL UTILITIES	*	303.75	6,669.22 002341
										719.53	
10/24/22	00101	10/01/22	1773SEPT	202209	302-53600-12000			MISSION INN RESORT & CLUB	*	719.53	719.53 002342
10/24/22	00004	8/25/22	S0176464	202208	300-13100-10300				*	469.78	
9/06/22	6544	202208	300-13100-10300						*	1,341.73	
9/12/22	22	202209	300-13100-10300						*	5,000.00	
9/14/22	6754	202209	302-53600-46000						*	641.20	
9/15/22	6290641	202209	302-53600-52000						*	70.00	
9/15/22	6290642	202209	302-53600-52000						*	30.00	
9/20/22	6294524	202209	302-53600-52000						*	484.59	
10/02/22	10022022	202209	302-53600-46100						*	380.00	
10/02/22	10022022	202209	300-13100-10300						*	1,520.00	
10/04/22	6748	202209	302-53600-46000						*	2,391.10	
10/24/22	00002	9/30/22	06088870	202209	301-51300-48000			MISSION INN GOLF & TENNIS RESORT	*	185.00	12,328.40 002343
11/17/22	00005	10/03/22	86651	202210	301-51300-54000			ORLANDO SENTINEL	*	175.00	185.00 002344
11/17/22	00013	11/01/22	7-932-48	202210	301-51300-42000			DEPARTMENT OF ECONOMIC OPPORTUNITY	*	26.23	175.00 002345

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CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
11/01/22		7-932-48	2022	10	300-13100-10300				*	1.38	
		DELIVERY 10/24/22									
		FEDEX									
11/17/22	00001	11/01/22	211		202211	301-51300-34000		MANAGEMENT FEES NOV22	*	3,094.33	27.61 002346
11/01/22		202211	211		202211	301-51300-34200		WEBSITE ADMIN NOV22	*	83.33	
11/01/22		202211	211		202211	301-51300-34100		INFORMATION TECH NOV22	*	150.00	
11/01/22		202211	211		202211	301-51300-51000		OFFICE SUPPLIES NOV22	*	5.97	
11/01/22		202211	211		202211	301-51300-42000		POSTAGE NOV22	*	109.16	
11/01/22		202211	211		202211	300-13100-10300		POSTAGE NOV22	*	5.74	
11/01/22		202211	211		202211	301-51300-47000		COPIES NOV22	*	13.05	
		GOVERNMENTAL MANAGEMENT SERVICES									
11/17/22	00148	11/03/22	338652		202210	302-53600-46300		WATER PLANT INSPECT OCT22	*	303.75	
11/03/22		202210	338652		202210	300-13100-10300		WATER PLANT INSPECT OCT22	*	101.25	
		GENERAL UTILITIES									
11/17/22	00016	10/31/22	10273		202210	302-53600-46100		TRIMMING/SPRAYING/ROUNDUP	*	60.58	
10/31/22		202210	10273		202210	300-13100-10300		TRIMMING/SPRAYING/ROUNDUP	*	242.32	
		JP LANDSCAPING MANAGEMENT									
11/17/22	00101	11/02/22	1773OCT2		202210	302-53600-12000		LABOR SERVICES OCT22	*	719.53	302.90 002349
		MISSION INN RESORT & CLUB									
11/17/22	00004	10/11/22	6310735		202210	302-53600-52000		QTY.3 CHLORINE/CYLINDER	*	850.67	
10/11/22		202210	6814		202210	302-53600-46000		RCM-INSTALL 2" SIGHT GLASS	*	897.25	
10/11/22		202210	6815		202210	300-13100-10300		RCM-PIPE INSTALL AT WELL	*	4,714.65	
10/15/22		202210	6313835		202210	302-53600-52000		QTY.7 CHLORINE CYLINDER	*	70.00	
10/15/22		202210	6313836		202210	302-53600-52000		QTY.1 CHLORINE CYLINDER	*	20.00	

CENTRAL LAKE CDD - W/S FUND
 BANK A CENTRAL LAKE CDD

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT	
10/24/22	00002	S0178235	202210	300	13100	10300			*	527.19		
		SUNSTATE QTY10 METERBOXES										
10/25/22	6888	202209	300	13100	10300				*	1,298.45		
		FRAC TANK 09/01-09/30										
10/26/22	6322377	202210	302	53600	52000				*	567.11		
		QTY.2 CHLORINE/CYLINDER										
10/26/22	6322379	202210	302	53600	52000				*	608.31		
		QTY.2 CHLORINE/CYLINDER										
10/27/22	6321911	202210	302	53600	52000				*	256.55		
		QTY.80 ULTRA CHLORINE										
11/01/22	6909	202210	300	13100	10300				*	1,341.73		
		FRANK TANK 10/1-10/31										
		MISSION INN GOLF & TENNIS RESORT									11,151.91	002351
11/17/22	00002	05944669	202208	301	51300	48000			*	260.50		
		NOT. FY23 BUDGET HEARING										
11/17/22	88888	01002502	202211	300	11500	10000			*	4,523.33	260.50 002352	
		101002502 EASLEY JAMES										
		ORLANDO SENTINEL										
12/14/22	00013	7-954-73	202211	301	51300	42000			*	24.72		
		DELIVERY 11/17/22										
11/22/22	7-954-73	202211	300	13100	10300				*	1.30		
		DELIVERY 11/17/22										
		MARY JANE EASLEY									4,523.33	002353
		FEDEX										
12/14/22	00001	202212	301	51300	34000				*	3,094.33		
		MANAGEMENT FEES DEC22										
12/01/22	212	202212	301	51300	34200				*	83.33		
		WEBSITE ADMIN DEC22										
12/01/22	212	202212	301	51300	34100				*	150.00		
		INFORMATION TECH DEC22										
12/01/22	212	202212	301	51300	51000				*	5.97		
		OFFICE SUPPLIES DEC22										
12/01/22	212	202212	301	51300	42000				*	106.22		
		POSTAGE DEC22										
12/01/22	212	202212	300	13100	10300				*	5.59		
		POSTAGE DEC22										
12/01/22	212	202212	301	51300	47000				*	18.00		
		COPIES DEC22										
		GOVERNMENTAL MANAGEMENT SERVICES									3,463.44	002355
12/14/22	00148	11/03/22	338710	202210	302	53600	46300		*	4,812.75		
		SEWER PLANT INSPECT OCT22										

CENTRAL LAKE CDD - W/S FUND
BANK A CENTRAL LAKE CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#
11/03/22	338710	202210	300-13100-10300	*							1,604.25	
12/03/22	338841	202211	302-53600-46300	*							796.78	
12/03/22	338841	202211	300-13100-10300	*							265.59	
GENERAL UTILITIES												
12/14/22	00101	12/01/22	1773NOV2	202211	302-53600-12000					*	719.53	7,479.37 002356
LABOR SERVICES NOV22												
MISSION INN RESORT & CLUB												
12/14/22	00004	11/04/22	54	202207	301-51300-31100					*	125.00	719.53 002357
BOLLING-CUP SERVICES JUL												
11/04/22	54A	202208	301-51300-31100	*							218.75	
BOLLING-CUP SERVICES AUG												
11/04/22	54B	202209	301-51300-31100	*							250.00	
BOLLING-CUP SERVICES SEPT												
11/04/22	54C	202210	301-51300-31100	*							500.00	
BOLLING-CUP SERVICES OCT												
11/15/22	6337817	202211	302-53600-52000	*							50.00	
HAWKINS-CHLORINE CYLINDER												
11/15/22	6337818	202211	302-53600-52000	*							20.00	
HAWKINS-CHLORINE CYLINDER												
11/16/22	S0178238	202211	300-13100-10300	*							5,590.27	
GORMAN-QTY10 BADGER MTRS												
11/16/22	6339866	202211	302-53600-52000	*							173.19	
HAWKINS-ULTRA CHLORINE												
11/16/22	6341395	202211	302-53600-52000	*							1,747.34	
HAWKINS-CHLORINE/CYLINDER												
11/16/22	6341397	202211	302-53600-52000	*							567.11	
HAWKINS-CHLORINE/CYLINDER												
11/18/22	7020	202211	302-53600-46000	*							461.20	
RCM-REPLACE BALL VALVE												
12/01/22	7089	202211	300-13100-10300	*							1,298.45	
FRAC TANK RENT 11/1-11/30												
12/05/22	7105	202211	300-13100-10300	*							3,360.00	
RCM-REBUILT 100 HP MOTOR												
MISSION INN GOLF & TENNIS RESORT												
12/14/22	00138	12/14/22	202212	300-22000-10100						*	12,825.00	14,361.31 002358
DEP REF#1,2,16,19,26,27												
12/14/22		12/14/22	202212	300-22000-10100						*	12,825.00	
DEP REF#28,29,30,31,32,69												
12/14/22		12/14/22	202212	300-22000-10100						*	10,687.50	
DEP REF#74,76,89,92 & 93												
VENEZIA HOWEY, LLC												
MISSION INN GOLF & TENNIS RESORT												
36,337.50 002359												

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CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
1/19/23	00013	7-982-65	202212	301	51300	42000			*	23.90	
		DELIVERY 12/14/22									
12/20/22		7-982-65	202212	300	13100	10300			*	1.26	
		DELIVERY 12/14/22									
							FEDEX				25.16 002360
1/01/23	00001	202301	301	51300	34000				*	3,094.33	
		MANAGEMENT FEES JAN23									
1/01/23	213	202301	301	51300	34200				*	83.33	
		WEBSITE ADMIN JAN23									
1/01/23	213	202301	301	51300	34100				*	150.00	
		INFORMATION TECH JAN23									
1/01/23	213	202301	301	51300	51000				*	6.12	
		OFFICE SUPPLIES JAN23									
1/01/23	213	202301	301	51300	42000				*	109.16	
		POSTAGE JAN23									
1/01/23	213	202301	300	13100	10300				*	5.74	
		POSTAGE JAN23									
1/01/23	213	202301	301	51300	47000				*	9.30	
		COPIES JAN23									
1/01/23	213	202301	301	51300	51000				*	18.31	
		LRG ENVELOPES-BUILDERBILL									
											3,476.29 002361
1/19/23	00148	10/09/22	338584	202209	302	53600	46300	GOVERNMENTAL MANAGEMENT SERVICES	*	2,248.13	
		3RD QTR GRND WTR MONITOR									
10/09/22	338584	202209	300	13100	10300				*	749.37	
		3RD QTR GRND WTR MONITOR									
12/03/22	338896	202211	302	53600	46300				*	4,794.60	
		SEWER PLANT INSPECT NOV22									
12/03/22	338896	202211	300	13100	10300				*	1,598.20	
		SEWER PLANT INSPECT NOV22									
											9,390.30 002362
1/19/23	00133	12/15/22	6360884	202212	302	53600	52000	GENERAL UTILITIES	*	10.00	
		QTY.1 CHLORINE CYLINDER									
12/15/22	6360885	202212	302	53600	52000				*	30.00	
		QTY.3 CHLORINE CYLINDERS									
12/21/22	6364624	202212	302	53600	52000				*	529.14	
		UTLRA-CHLORINE 1GAL BULK									
12/21/22	6365562	202212	302	53600	52000				*	567.11	
		CHLORINE/CHLORINE CYLINDR									
											1,136.25 002363
1/19/23	00086	12/31/22	12312022	202212	302	53600	46100	HAWKINS, INC.	*	380.00	
		QTRLY MOWING/WEEDING/HERB									

CENTRAL LAKE CDD - W/S FUND
BANK A CENTRAL LAKE CDD

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#	AMOUNT
12/31/22	00101	12312022	202212	300	13100	10300		JESUS G. SANCHEZ	*	1,520.00		1,520.00
		QTRLY MOWING/WEEDING/HERB										1,900.00 002364
1/09/23	00101	1773DEC2	202212	302	53600	12000		MISSION INN RESORT & CLUB	*	719.53		719.53 002365
		LABOR SERVICES DEC22										
12/09/22	00151	12/09/22	7133	202211	302	53600	46000		*	575.50		575.50
		REPLACE PRESSURE SWITCH										
12/16/22	7189	202212	302	53600	46000				*	1,470.00		1,470.00
		GROWTH REMOVAL FROM TANKS										
12/16/22	7190	202212	300	13100	10300				*	2,501.31		2,501.31
		CHLORINE BOOSTER PUMP										
12/20/22	7210	202212	302	53600	46000				*	626.22		626.22
		INSTALL NEW PVC CHK VALVE										
1/01/23	7240	202212	300	13100	10300				*	1,341.73		1,341.73
		FRAC TANK RENTAL DEC22										
		RCM UTILITIES										6,514.76 002366
1/09/23	39	202301	300	13100	10300				*	8,800.00		8,800.00
		GRND MEMBRANE/POND LINER										
1/30/23	9049	202301	302	53600	43200			STEVE JONES BUILDERS INC.	*	5,655.00		5,655.00
		PUMPED 21,300 GAL SLUDGE										
1/24/23	9-643-82	202212	301	51300	42000			AMERICAN PIPE & TANK	*	2.01		2.01
		DELIVERY 12/20/22										
1/31/23	8-023-82	202301	301	51300	42000				*	26.33		26.33
		DELIVERY 01/23/23										
1/31/23	8-023-82	202301	300	13100	10300				*	1.39		1.39
		DELIVERY 01/23/23										
		FEDEX										29.73 002369
2/01/23	214	202302	301	51300	34000				*	3,094.33		3,094.33
		MANAGEMENT FEES FEB23										
2/01/23	214	202302	301	51300	34200				*	83.33		83.33
		WEBSITE ADMIN FEB23										
2/01/23	214	202302	301	51300	34100				*	150.00		150.00
		INFORMATION TECH FEB23										
2/01/23	214	202302	301	51300	51000				*	6.30		6.30
		OFFICE SUPPLIES FEB23										
2/01/23	214	202302	301	51300	42000				*	124.06		124.06
		POSTAGE FEB23										

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CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#	AMOUNT
2/01/23	214	202302	300-13100-10300						POSTAGE FEB23	*	6.53		
GOVERNMENTAL MANAGEMENT SERVICES													
2/22/23	00148	1/03/23	339017	202212	302	53600	46300		WATER PLANT INSPECT DEC22	*	416.25		3,464.55
1/03/23	339017	202212	300-13100-10300						WATER PLANT INSPECT DEC22	*	138.75		
1/03/23	339091	202212	302-53600-46300						SEWER PLANT INSPECT DEC22	*	5,768.90		
1/03/23	339091	202212	300-13100-10300						SEWER PLANT INSPECT DEC22	*	1,922.97		
2/03/23	339211	202301	302-53600-46300						WATER PLANT INSPECT JAN23	*	3,975.00		
2/03/23	339211	202301	300-13100-10300						WATER PLANT INSPECT JAN23	*	1,325.00		
GENERAL UTILITIES													
2/22/23	00016	1/31/23	10662	202301	302	53600	46100		TRIMMING/SPRAYING/ROUNDUP	*	60.58		
1/31/23	10662	202301	300-13100-10300						TRIMMING/SPRAYING/ROUNDUP	*	242.32		
JP LANDSCAPING MANAGEMENT													
2/22/23	00101	2/07/23	1773JAN2	202301	302	53600	12000		LABOR SERVICES JAN23	*	719.53		302.90
MISSION INN RESORT & CLUB													
2/22/23	00151	1/12/23	7318	202212	302	53600	46000		REINSTALL 2" COUPLING	*	245.00		
1/12/23	7322	202212	302-53600-46000						REPLC 2" BROKEN PVC PIPE	*	683.86		
1/27/23	7415	202301	302-53600-46000						ADD AIR/REMOVE WTR-H.TANK	*	918.75		
2/06/23	7476	202301	300-13100-10300						FRAC TANK RENTAL JAN23	*	1,341.73		
RCM UTILITIES													
2/22/23	00150	2/15/23	41	202301	302	53600	46000		PRESSURE WASH WELL HOUSES	*	220.00		
2/15/23	41	202301	302-53600-46000						PRESSURE WASH MECH. ROOM	*	296.00		
STEVE JONES BUILDERS INC.													
2/22/23	00138	2/22/23	0222023	202302	300	22000	10100		DEP REF#1,2,3,4,5,6,7,8,9	*	19,237.50		516.00

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
2/22/23	00013	02222023	202302	300	22000	10100		VENEZIA HOWEY, LLC	*	12,825.00	
		DEP REF#10,11,12,19,20,21									
2/22/23		02222023	202302	300	22000	10100			*	10,687.50	
		DEP REF#22,23,24,108,109									
2/22/23		02222023	202302	300	22000	10100			*	8,550.00	
		DEP REF#110,111,112 & 113									
4/20/23	99999	VOID	202304	000	00000	00000			C	.00	30.79 002377
		VOID CHECK									
4/20/23	00001	3/01/23 215	202303	301	51300	34000			*	3,094.33	.00 002378
		MANAGEMENT FEES MAR23									
3/01/23		215	202303	301	51300	34200			*	83.33	
		WEBSITE ADMIN MAR23									
3/01/23		215	202303	301	51300	34100			*	150.00	
		INFORMATION TECH MAR23									
3/01/23		215	202303	301	51300	51000			*	6.09	
		OFFICE SUPPLIES MAR23									
3/01/23		215	202303	301	51300	42000			*	114.00	
		POSTAGE MAR23									
3/01/23		215	202303	300	13100	10300			*	6.00	
		POSTAGE MAR23									
3/01/23		215	202303	301	51300	47000			*	16.35	
		COPIES MAR23									
4/01/23		216	202304	301	51300	34000			*	3,094.33	
		MANAGEMENT FEES APR23									
4/01/23		216	202304	301	51300	34200			*	83.33	
		WEBSITE ADMIN APR23									
4/01/23		216	202304	301	51300	34100			*	150.00	
		INFORMATION TECH APR23									

*****INVALID VENDOR NUMBER*****

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CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
4/01/23	216	202304	301-51300-51000					*	5.94	
4/01/23	216	OFFICE SUPPLIES APR23						*	153.06	
4/01/23	216	POSTAGE APR23	202304	301-51300-42000				*	8.06	
4/01/23	216	POSTAGE APR23	202304	300-13100-10300				*	14.40	
4/01/23	216	COPIES APR23	202304	301-51300-47000				*		6,979.22 002379
GOVERNMENTAL MANAGEMENT SERVICES										
3/03/23	339387	WATER PLANT INSPECT FEB23	202302	302-53600-46300				*	438.75	
3/03/23	339387	WATER PLANT INSPECT FEB23	202302	300-13100-10300				*	146.25	
3/03/23	339439	SEWER PLANT INSPECT FEB23	202302	302-53600-46300				*	4,803.75	
3/03/23	339439	SEWER PLANT INSPECT FEB23	202302	300-13100-10300				*	1,601.25	
4/03/23	339576	WATER PLANT INSPECT MAR23	202303	302-53600-46300				*	348.75	
4/03/23	339576	WATER PLANT INSPECT MAR23	202303	300-13100-10300				*	116.25	
GENERAL UTILITIES										
4/20/23	00101	LABOR SERVICES FEB23	202302	302-53600-12000				*	719.53	
4/06/23	10001142	LABOR SERVICES MAR23	202303	302-53600-12000				*	719.53	
MISSION INN RESORT & CLUB										
4/20/23	00151	FRAC TANK RENTAL FEB23	202302	300-13100-10300				*	1,211.84	
3/02/23	7676	INSTL CAPACITORS WELLPUMP	202302	302-53600-46000				*	751.20	
3/28/23	7836	WHITE WATER HYDRO TANK	202303	302-53600-60100				*	4,303.39	
4/03/23	7878	FRAC TANK RENTAL MAR23	202303	300-13100-10300				*	1,341.73	
4/07/23	7921	REPLC IMPELLER - PUMP #2	202303	302-53600-46000				*	415.00	
4/17/23	7827	HYDROMATICPUMP H4H1000M34	202303	302-53600-60100				*	16,779.50	
4/17/23	7972	INSTALL NEW CAPACITORS	202304	302-53600-46000				*	368.80	
RCM UTILITIES										
									25,171.46	002382

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK. AMOUNT #
4/20/23	00150	4/12/23	42	202303	302	53600	46000	REPAIR RISER PIPING	STEVE JONES BUILDERS INC.	*	890.00	
4/20/23	00150	4/12/23	43	202303	302	53600	46000	REPAIR RISER PIPING	STEVE JONES BUILDERS INC.	*	835.00	
4/20/23	00150	4/12/23	44	202303	302	53600	46000	REPLACE RISER COMPONENTS	STEVE JONES BUILDERS INC.	*	835.00	
4/20/23	00138	4/19/23	04192023	202304	300	22000	10100	REFUND LOTS#94,99,102,106	STEVE JONES BUILDERS INC.	*	8,550.00	2,560.00 002383
4/20/23	00138	4/19/23	04192023	202304	300	22000	10100	REFUND LOTS#108,109 & 110	STEVE JONES BUILDERS INC.	*	6,412.50	
4/20/23	00138	4/19/23	04192023	202304	300	22000	10100	REFUND LOT #18	STEVE JONES BUILDERS INC.	*	2,137.50	
5/16/23	00013	4/25/23	8-110-48	202304	301	51300	42000	DELIVERY 4/20/23	VENEZIA HOWEY, LLC	*	40.55	
5/16/23	00013	4/25/23	8-110-48	202304	300	13100	10300	DELIVERY 4/20/23	VENEZIA HOWEY, LLC	*	2.13	
5/16/23	00001	5/01/23	217	202305	301	51300	34000	MANAGEMENT FEES MAY23	FEDEX	*	3,094.33	42.68 002385
5/16/23	00001	5/01/23	217	202305	301	51300	34200	WEBSITE ADMIN MAY23	FEDEX	*	83.33	
5/16/23	00001	5/01/23	217	202305	301	51300	34100	INFORMATION TECH MAY23	FEDEX	*	150.00	
5/16/23	00001	5/01/23	217	202305	301	51300	51000	OFFICE SUPPLIES MAY23	FEDEX	*	6.00	
5/16/23	00001	5/01/23	217	202305	301	51300	42000	POSTAGE MAY23	FEDEX	*	125.26	
5/16/23	00001	5/01/23	217	202305	300	13100	10300	POSTAGE MAY23	FEDEX	*	6.59	
5/16/23	00001	5/01/23	217	202305	301	51300	47000	COPIES MAY23	FEDEX	*	13.20	
5/16/23	00148	2/03/23	339263	202301	302	53600	46300	SEWER PLANT INSPECT JAN23	GOVERNMENTAL MANAGEMENT SERVICES	*	7,749.15	3,478.71 002386
5/16/23	00148	2/03/23	339263	202301	300	13100	10300	SEWER PLANT INSPECT JAN23	GOVERNMENTAL MANAGEMENT SERVICES	*	2,583.05	
5/16/23	00148	4/03/23	339628	202303	302	53600	46300	SEWER PLANT INSPECT MAR23	GOVERNMENTAL MANAGEMENT SERVICES	*	8,005.88	
5/16/23	00148	4/03/23	339628	202303	300	13100	10300	SEWER PLANT INSPECT MAR23	GOVERNMENTAL MANAGEMENT SERVICES	*	2,668.62	

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
5/03/23	339753	202304	302	53600	46300	WATER PLANT INSPECT APR23		*	1,136.25	
5/03/23	339753	202304	300	13100	10300	WATER PLANT INSPECT APR23		*	378.75	
5/03/23	339805	202304	302	53600	46300	SEWER PLANT INSPECT APR23		*	5,031.30	
5/03/23	339805	202304	300	13100	10300	SEWER PLANT INSPECT APR23		*	1,677.10	
5/16/23	00016	4/30/23	11028	202304	302	53600-46100	GENERAL UTILITIES	*	60.58	29,230.10 002387
4/30/23	11028	202304	300	13100	10300	TRIMMING/SPRAYING/ROUNDUP		*	242.32	
5/16/23	00101	5/02/23	10001439	202304	302	53600-12000	JP LANDSCAPING MANAGEMENT	*	719.53	302.90 002388
							MISSION INN RESORT & CLUB			719.53 002389

TOTAL FOR BANK A 355,751.07
 TOTAL FOR REGISTER 355,751.07

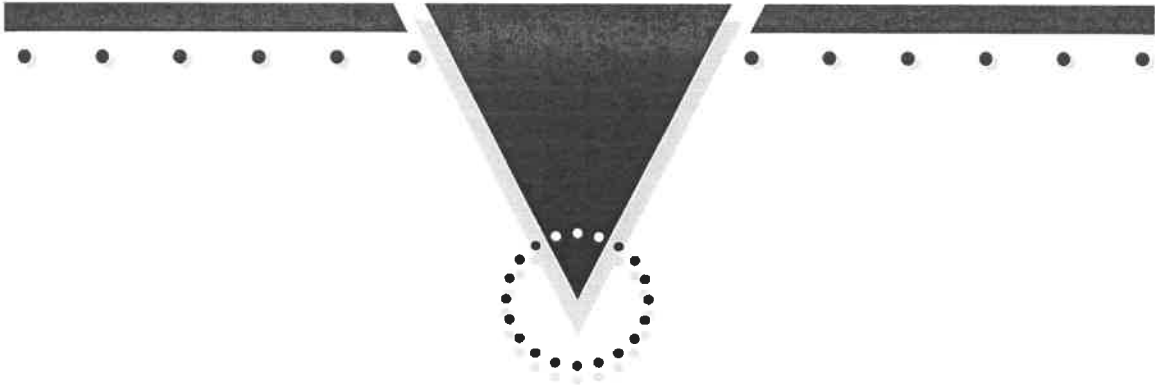
***CHECK DATES 08/18/2022 - 05/16/2023 ***
RAM REVENUE FUND
BANK B C1CDD -- RAM REVENUE

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT
9/20/22	00020	9/09/22	10080102	202208	302-53600	-46000		HALFF ASSOCIATES, INC.	*	375.00	375.00
								WWTF TREAT.FAC.COORD			

TOTAL FOR BANK B 375.00
TOTAL FOR REGISTER 375.00

CTLR CTL LK RAM TVISCARRA

SECTION 2



**Central Lake
Community Development District**

Unaudited Financial Reporting

April 30, 2023



Table of Contents

1	<u>Balance Sheet</u>
2	<u>Water & Sewer Income Statement</u>
3	<u>Water & Sewer Month to Month</u>
4	<u>Wholesale Sewer Revenue</u>
5	<u>Town of Howey-in-the-Hills Billing Summary</u>
6	<u>RAM Revenue Income Statement</u>
7	<u>RAM Revenue Month to Month</u>

**CENTRAL LAKE
COMMUNITY DEVELOPMENT DISTRICT
Balance Sheet - All Fund Types and Accounts Groups
April 30, 2023**

	Governmental Fund Types		Totals 2023
	Water & Sewer Fund	RAM Revenue Fund	
<u>ASSETS</u>			
<u>Cash</u>			
Operating Account	\$263,219	\$69,430	\$332,649
State Board of Administrative	\$2,028	\$10,613	\$12,641
Accounts Receivable	\$46,132	(\$3,180)	\$42,952
Plant and Equipment	---	\$92,076	\$92,076
Due from RAM	\$46,702	---	\$46,702
TOTAL ASSETS	\$358,081	\$168,939	\$527,020
<u>LIABILITIES</u>			
Accounts Payable	\$30,295	---	\$30,295
Due to Water & Sewer	---	\$46,702	\$46,702
Builder Deposit	\$4,275	---	\$4,275
<u>Fund Equity and Other Credits</u>			
Retained Earnings			
Invested in Capital Assets	---	\$92,075	\$92,075
Unreserved	\$323,511	\$30,163	\$353,674
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS	\$358,081	\$168,939	\$527,020

CENTRAL LAKE

Community Development District

Water & Sewer Fund

Statement of Revenues & Expenditures

For Period Ending April 30, 2023

	Adopted Budget	Prorated Budget Thru 4/30/23	Actual Thru 4/30/23	Variance
Revenues:				
Water Revenue	\$170,000	\$99,167	\$110,948	\$11,781
Sewer Revenue	\$189,813	\$110,725	\$111,427	\$702
Wholesale Sewer Revenue - Lot Closings	\$69,926	\$40,790	\$43,622	\$2,832
Wholesale Sewer Revenue - Boondocks	\$3,888	\$2,268	\$2,268	\$0
Wholesale Sewer Revenue - School	\$4,000	\$2,333	\$3,444	\$1,111
Wholesale Sewer Revenue - Bishop's Gate	\$23,155	\$5,789	\$5,789	\$0
Wholesale Sewer Revenue - Carmel	\$17,921	\$0	\$0	\$0
Mission Inn Irrigation	\$10,000	\$5,833	\$5,912	\$78
Las Colinas H.O.A. (Irrigation)	\$40,000	\$23,333	\$17,903	(\$5,431)
Miscellaneous Income (Activation Fees)	\$2,500	\$1,459	\$1,038	(\$421)
CIAC/Meter Fees	\$25,000	\$14,583	\$149,505	\$134,922
Interest	\$0	\$0	\$65	\$65
Total Revenues	\$556,204	\$306,280	\$4 51,920	\$14 5,639
Expenditures:				
<u>Administrative</u>				
Engineering	\$3,500	\$2,042	\$500	\$1,542
Attorney	\$5,000	\$2,917	\$0	\$2,917
Annual Audit	\$3,600	\$0	\$0	\$0
Management Fees	\$37,132	\$21,660	\$21,660	(\$0)
Information Technology	\$1,800	\$1,050	\$1,050	\$0
Website Maintenance	\$1,000	\$583	\$583	\$0
Telephone	\$25	\$15	\$0	\$15
Postage	\$1,750	\$1,021	\$1,005	\$16
Insurance	\$4,110	\$4,110	\$3,679	\$431
Printing & Binding	\$350	\$204	\$71	\$133
Legal Advertising	\$1,500	\$875	\$0	\$875
Property Taxes	\$1,300	\$1,300	\$1,089	\$211
Office Supplies	\$500	\$292	\$61	\$231
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Miscellaneous	\$3,500	\$2,042	\$82	\$1,960
Total Administrative	\$6 5,242	\$38 ,28 5	\$2 9,956	\$8 ,329
<u>Operations</u>				
Labor	\$8,634	\$5,037	\$5,037	(\$0)
Electricity	\$125,000	\$72,917	\$94,266	(\$21,349)
Sludge Pumping	\$25,000	\$14,583	\$5,655	\$8,928
Plant Lease	\$188,780	\$110,122	\$95,614	\$14,508
Repairs	\$20,000	\$11,667	\$10,489	\$1,178
Mowing	\$2,000	\$1,167	\$562	\$605
Backup Fuel	\$334	\$195	\$0	\$195
Dues & Licenses	\$2,500	\$1,458	\$0	\$1,458
Utility Maintenance	\$98,290	\$57,336	\$48,382	\$8,954
Contingency	\$0	\$0	\$0	\$0
Property Insurance	\$6,925	\$6,925	\$6,237	\$689
Chemicals	\$13,500	\$7,875	\$6,067	\$1,808
Capital Outlay	\$0	\$0	\$21,083	(\$21,083)
Total Maintenance	\$4 90,963	\$28 9,28 1	\$2 93,390	(\$4,10 9)
Total Expenditures	\$556,20 5	\$327,565	\$323,34 5	\$4,220
Excess Revenues (Expenditures)	(\$0)		\$128 ,574	
Fund Balance - Beginning	\$0		\$1 94,936	
Fund Balance - Ending	(\$0)		\$323, 511	

**Central Lake Community Development District
Water & Sewer**

	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Total
Revenues:													
Water Revenue	\$16,368	\$13,947	\$11,591	\$12,730	\$13,635	\$21,470	\$21,207	\$0	\$0	\$0	\$0	\$0	\$110,948
Sewer Revenue	\$15,794	\$15,904	\$15,904	\$15,904	\$15,904	\$18,030	\$15,988	\$0	\$0	\$0	\$0	\$0	\$111,427
Wholesale Sewer Revenue - Lot Chesings	\$6,163	\$6,235	\$6,235	\$6,235	\$6,235	\$6,269	\$6,283	\$0	\$0	\$0	\$0	\$0	\$43,622
Wholesale Sewer Revenue - Rounducks	\$324	\$324	\$324	\$324	\$324	\$324	\$324	\$0	\$0	\$0	\$0	\$0	\$2,268
Wholesale Sewer Revenue - Bishop's Gate	\$325	\$549	\$862	\$236	\$532	\$330	\$510	\$0	\$0	\$0	\$0	\$0	\$3,444
Wholesale Sewer Revenue - Carmel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,789
Wholesale Sewer Revenue - Mission Inn Irrigation	\$333	\$800	\$909	\$1,084	\$878	\$834	\$974	\$0	\$0	\$0	\$0	\$0	\$5,912
Las Colinas H.O.A. (Irrigation)	\$1,834	\$2,386	\$2,508	\$2,730	\$2,439	\$3,502	\$3,502	\$0	\$0	\$0	\$0	\$0	\$17,903
Miscellaneous Income (Activation Fees)	\$248	\$60	\$175	\$133	\$191	\$184	\$28	\$0	\$0	\$0	\$0	\$0	\$1,038
CIAC/Capacity Fees	\$19,646	\$36,338	\$0	\$2,138	\$72,146	\$14,563	\$4,275	\$0	\$0	\$0	\$0	\$0	\$149,505
Interest	\$7	\$9	\$10	\$10	\$10	\$10	\$8	\$0	\$0	\$0	\$0	\$0	\$65
Total Revenues	\$66,831	\$76,547	\$38,518	\$41,522	\$112,284	\$83,009	\$53,200	\$0	\$0	\$0	\$0	\$0	\$451,920
Expenditures:													
Administrative	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$3,094	\$3,094	\$3,094	\$3,094	\$3,094	\$3,094	\$3,094	\$0	\$0	\$0	\$0	\$0	\$21,660
Information Technology	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$0	\$0	\$0	\$0	\$0	\$1,050
Website Maintenance	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$583
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$143	\$134	\$132	\$138	\$151	\$114	\$194	\$0	\$0	\$0	\$0	\$0	\$1,005
Insurance	\$3,879	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,879
Printing & Binding	\$0	\$13	\$18	\$9	\$0	\$16	\$14	\$0	\$0	\$0	\$0	\$0	\$71
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,089
Office Supplies	\$6	\$6	\$6	\$24	\$6	\$6	\$6	\$0	\$0	\$0	\$0	\$0	\$61
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Miscellaneous	\$67	\$7	\$7	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82
Total Administrative	\$7,898	\$4,377	\$3,491	\$3,499	\$3,485	\$3,464	\$3,442	\$0	\$0	\$0	\$0	\$0	\$29,956
Maintenance	\$720	\$720	\$720	\$720	\$720	\$720	\$720	\$0	\$0	\$0	\$0	\$0	\$5,037
Labor	\$12,798	\$11,276	\$12,347	\$14,818	\$15,347	\$13,643	\$13,037	\$0	\$0	\$0	\$0	\$0	\$94,266
Sludge Pumping	\$0	\$0	\$0	\$5,655	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,655
Plant Lease	\$13,659	\$13,659	\$13,659	\$13,659	\$13,659	\$13,659	\$13,659	\$0	\$0	\$0	\$0	\$0	\$95,814
Repairs	\$897	\$1,037	\$3,025	\$1,435	\$751	\$2,375	\$369	\$0	\$0	\$0	\$0	\$0	\$10,489
Mowing	\$61	\$0	\$80	\$61	\$0	\$0	\$61	\$0	\$0	\$0	\$0	\$0	\$562
Backup Fuel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues & Licenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utility Maintenance	\$5,117	\$5,591	\$6,185	\$11,724	\$5,243	\$8,355	\$6,168	\$0	\$0	\$0	\$0	\$0	\$48,382
Contingencies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property Insurance	\$6,237	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,237
Chemicals	\$2,973	\$2,568	\$1,136	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,067
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$21,083	\$0	\$0	\$0	\$0	\$0	\$0	\$21,083
Total Maintenance	\$41,860	\$34,840	\$37,452	\$46,071	\$35,720	\$60,634	\$34,812	\$0	\$0	\$0	\$0	\$0	\$293,390
Total Expenditures	\$49,758	\$39,417	\$40,943	\$51,570	\$39,205	\$64,098	\$38,354	\$0	\$0	\$0	\$0	\$0	\$323,345
Excess Revenues (Expenditures)	\$17,073	\$37,130	(\$2,425)	(\$10,048)	\$73,089	(\$1,089)	\$14,846	\$0	\$0	\$0	\$0	\$0	\$129,574

**Central Lake Community Development District
Wholesale Sewer Revenue**

	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Total
Revenues:													
Lot Closings	\$6,163	\$6,211	\$6,235	\$6,235	\$6,235	\$6,259	\$6,283	\$0	\$0	\$0	\$0	\$0	\$43,622
Boondocks	\$324	\$324	\$324	\$324	\$324	\$324	\$324	\$0	\$0	\$0	\$0	\$0	\$2,268
Schaal	\$325	\$549	\$862	\$235	\$532	\$330	\$610	\$0	\$0	\$0	\$0	\$0	\$3,444
Bishop's Gate	\$5,788	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,788
Cammel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$12,600	\$7,084	\$7,422	\$6,794	\$7,091	\$6,914	\$7,218	\$0	\$0	\$0	\$0	\$0	\$55,122

CENTRAL LAKE
Community Development District

Town of Howey-In-the Hills Wholesale Sewer Billing Summary

	Type	Date	Check#	Beginning Balance	Billing Usage	Payment Received	Balance
Venezia	Beginning Balance	10/01/22		\$0.00			\$0.00
	October Billing	10/17/22			\$6,163.20		\$6,163.20
	Payment - Oct.22	11/04/22	34842			(\$6,163.20)	\$0.00
	November Billing	11/16/22			\$6,211.20		\$6,211.20
	Payment - Nov.22	11/30/22	34887			(\$6,211.20)	\$0.00
	December Billing	12/15/22			\$6,235.20		\$6,235.20
	Payment - Dec.22	12/29/22	34974			(\$6,235.20)	\$0.00
	January Billing	01/19/23			\$6,235.20		\$6,235.20
	Payment - Jan.23	01/31/23	35035			(\$6,235.20)	\$0.00
	February Billing	02/16/23			\$6,235.20		\$6,235.20
	Payment - Feb.23	02/28/23	35089			(\$6,235.20)	\$0.00
	March Billing	03/16/23			\$6,259.20		\$6,259.20
	Payment - Mar.23	03/31/23	35140			(\$6,259.20)	\$0.00
	April Billing	04/17/23			\$6,283.20		\$6,283.20
	Payment - Apr.23	04/28/23	35208			(\$6,283.20)	\$0.00
Total Venezia				\$0.00	\$43,622.40	(\$43,622.40)	\$0.00
Boondocks	Beginning Balance	10/01/22		\$0.00			\$0.00
	October Billing	10/17/22			\$324.00		\$324.00
	Payment - Oct.22	11/04/22	34842			(\$324.00)	\$0.00
	November Billing	11/16/22			\$324.00		\$324.00
	Payment - Nov.22	11/30/22	34887			(\$324.00)	\$0.00
	December Billing	12/15/22			\$324.00		\$324.00
	Payment - Dec.22	12/29/22	34974			(\$324.00)	\$0.00
	January Billing	01/19/23			\$324.00		\$324.00
	Payment - Jan.23	01/31/23	35035			(\$324.00)	\$0.00
	February Billing	02/16/23			\$324.00		\$324.00
	Payment - Feb.23	02/28/23	35089			(\$324.00)	\$0.00
	March Billing	03/16/23			\$324.00		\$324.00
	Payment - Mar.23	03/31/23	35140			(\$324.00)	\$0.00
	April Billing	04/17/23			\$324.00		\$324.00
	Payment - Apr.23	04/28/23	35208			(\$324.00)	\$0.00
Total Boondocks				\$0.00	\$2,268.00	(\$2,268.00)	\$0.00
ESE School	Beginning Balance	10/01/22		\$0.00			\$0.00
	October Billing	10/17/22			\$324.80		\$324.80
	Payment - Oct.22	11/04/22	34842			(\$324.80)	\$0.00
	November Billing	11/16/22			\$548.80		\$548.80
	Payment - Nov.22	11/30/22	34887			(\$548.80)	\$0.00
	December Billing	12/15/22			\$862.40		\$862.40
	Payment - Dec.22	12/29/22	34974			(\$862.40)	\$0.00
	January Billing	01/19/23			\$235.20		\$235.20
	Payment - Jan.23	01/31/23	35035			(\$235.20)	\$0.00
	February Billing	02/16/23			\$532.00		\$532.00
	Payment - Feb.23	02/28/23	35089			(\$532.00)	\$0.00
	March Billing	03/16/23			\$330.40		\$330.40
	Payment - Mar.23	03/31/23	35140			(\$330.40)	\$0.00
	March Billing	03/16/23			\$610.40		\$610.40
	Payment - Mar.23	03/31/23	35140			(\$610.40)	\$0.00
Total ESE School				\$0.00	\$3,444.00	(\$3,444.00)	\$0.00
Bishop's Gate	Beginning Balance	10/01/22		(\$5,788.80)			(\$5,788.80)
	October - December Billing	10/01/22			\$5,788.80		\$0.00
Total ESE School				(\$5,788.80)	\$5,788.80	\$0.00	\$0.00
Carmel Condo Assoc	Beginning Balance	10/01/22		\$0.00			\$0.00
Total ESE School				\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				(\$5,788.80)	\$55,123.20	(\$49,334.40)	\$0.00

CENTRAL LAKE

Community Development District

Reservation & Maintenance Revenue Fund

Statement of Revenues & Expenditures
For Period Ending April 30, 2023

	Adopted Budget	Prorated Budget Thru 4/30/23	Actual Thru 4/30/23	Variance
Revenues:				
RAM Sewer Revenue	\$105,792	\$61,712	\$61,500	(\$212)
RAM Water Revenue	\$6,000	\$3,500	\$0	(\$3,500)
Misc/Penalty Revenue	\$0	\$0	\$76	\$76
Interest	\$50	\$29	\$337	\$308
Total Revenues	\$111,842	\$65,241	\$61,913	(\$3,329)
Expenditures:				
<u>Administrative</u>				
Attorney Fees	\$5,000	\$2,917	\$0	\$2,917
Postage	\$150	\$88	\$53	\$35
Insurance	\$4,110	\$4,110	\$3,679	\$431
Legal Advertising	\$0	\$0	\$0	\$0
Property Taxes	\$1,300	\$1,300	\$1,089	\$211
Misc/Bank Fees	\$500	\$292	\$0	\$292
<u>Field</u>				
Mowing	\$8,000	\$4,667	\$2,247	\$2,420
Repairs & Maintenance	\$26,000	\$15,167	\$11,237	\$3,929
Property Insurance	\$6,925	\$6,925	\$6,237	\$689
Refuse Service	\$1,600	\$933	\$1,107	(\$174)
Operating Supplies	\$8,500	\$4,958	\$0	\$4,958
Permits	\$5,000	\$2,917	\$0	\$2,917
Utility Maintenance	\$32,763	\$19,112	\$16,127	\$2,984
Capital Outlay	\$52,958	\$30,892	\$22,133	\$8,759
Total Expenditures	\$152,806	\$94,276	\$63,910	\$30,367
Excess Revenues (Expenditures)	(\$40,964)		(\$1,997)	
Fund Balance - Beginning	\$40,964		\$32,161	
Fund Balance - Ending	\$0		\$30,163	

**Central Lake Community Development District
Reservation & Maintenance**

	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Total
Revenues:													
RAM Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Misc/Penalty Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest	\$37	\$45	\$51	\$54	\$51	\$54	\$44	\$0	\$0	\$0	\$0	\$0	\$337
Total Revenues	\$37	\$45	\$51	\$54	\$51	\$54	\$44	\$0	\$0	\$0	\$0	\$0	\$61,500
Expenditures:													
Administrative													
Attorney Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$8	\$7	\$8	\$8	\$8	\$8	\$10	\$0	\$0	\$0	\$0	\$0	\$53
Insurance	\$3,679	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,679
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property Taxes	\$0	\$1,089	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,089
Misc/Bank Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$3,687	\$1,096	\$7	\$7	\$8	\$6	\$10	\$0	\$0	\$0	\$0	\$0	\$4,821
Maintenance													
Mowing	\$242	\$0	\$0	\$242	\$0	\$0	\$242	\$0	\$0	\$0	\$0	\$0	\$2,247
Repairs & Maintenance	\$1,342	\$1,342	\$1,342	\$1,342	\$1,342	\$1,342	\$0	\$0	\$0	\$0	\$0	\$0	\$11,237
Property Insurance	\$6,237	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,237
Refuse Service	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$0	\$0	\$0	\$0	\$0	\$1,107
Operating Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utility Maintenance	\$1,706	\$1,864	\$2,062	\$3,908	\$1,748	\$2,785	\$2,056	\$0	\$0	\$0	\$0	\$0	\$16,127
Capital Outlay	\$5,242	\$5,590	\$2,501	\$8,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,153
Total Maintenance	\$14,926	\$12,271	\$7,583	\$14,450	\$3,118	\$4,265	\$2,456	\$0	\$0	\$0	\$0	\$0	\$59,089
Total Expenditures	\$16,613	\$13,367	\$7,590	\$14,458	\$3,126	\$4,271	\$2,467	\$0	\$0	\$0	\$0	\$0	\$63,910
Excess Revenues (Expenditures)	(\$9,703)	(\$4,526)	\$1,245	(\$5,608)	\$5,730	\$4,579	\$6,366	\$0	\$0	\$0	\$0	\$0	(\$1,997)

SECTION 3



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April 21, 2023

Stacie Vanderbilt, Administrative Assistant
219 E. Livingston St.
Orlando FL 32801

Re: District Counts

The number of registered voters within the Central Lake Community Development District as of April 15, 2023 is 0.

If we may be of further assistance, please contact this office.

Sincerely,

D. Alan Hays
Lake County Supervisor of Elections

RECEIVED

APR 27 2023

GMS-CF, LLC

OUR COMMITMENT

- ✓ Voter Confidence
- ✓ Excellent Service
- ✓ Accurate & Efficient Elections
- ✓ Responsible Financial Stewardship

SECTION 4

**LANDOWNER PROXY
LANDOWNERS MEETING – NOVEMBER 3, 2023**

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT
LAKE COUNTY, FLORIDA**

NOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints:

Proxy Holder

for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the **Central Lake Community Development District to be held November 3, 2023 at 8:00 AM at the Mission Inn Resort, 10400 County Road 48, Howey-in-the-Hills, FL 34737**, and at any continuances or adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the annual meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the annual meeting prior to the Proxy Holder exercising the voting rights conferred herein.

Printed Name of Landowner
(or, if applicable, unauthorized representative of Landowner)

Signature of Landowner or Landowner Representative

Date

Parcel Description

Acreage

Authorized Votes*

[Legal Description on Following Pages]

Total Number of Authorized Votes:

*Pursuant to section 190.006(2)(b), Florida Statutes (2008), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

Please note that a particular real property is entitled to only one vote for each eligible acre of land or fraction thereof; two (2) or more persons who own real property in common that is one acre or less are together entitled to one vote for that real property. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g., bylaws, corporate resolution, etc.) If more than one parcel, each must be listed or described.

INSTRUCTIONS

At the Board meeting, when the landowners' election is announced, instructions on how landowners may participate in the election, along with a sample proxy, shall be provided.

At a landowners' meeting, landowners shall organize by electing a Chair who shall conduct the meeting. The Chair may be any person present at the meeting. If the Chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.

Nominations are made from the floor.

After all nominations are made, a ballot is distributed and votes are cast

Each landowner is entitled to one vote for each acre he owns or portion of an acre.

SAMPLE AGENDA

1. Determination of Number of Voting Units Represented
2. Call to Order
3. Election of a Chairman for the Purpose of Conducting the Landowners' Meeting
4. Nominations for the Position of Supervisor
5. Casting of Ballots
6. Ballot Tabulation
7. Landowners Questions and Comments
8. Adjournment