

*Central Lake Community
Development District*

Agenda

May 23, 2025

AGENDA

Central Lake

Community Development District

219 E. Livingston Street, Orlando FL, 32801

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

REVISED AGENDA

May 16, 2025

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 **Friday, May 23, 2025 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. Organizational Matters
 - A. Acceptance of Resignation of Katie Beucher and Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2027
 - B. Administration of Oath of Office to Newly Appointed Board Member
 - C. Election of Officers
 - D. Consideration of Resolution 2025-03 Electing Officers
4. Approval of Minutes of the March 28, 2025 Board of Supervisors Meeting and Acceptance of Minutes of the March 28, 2025 Audit Committee Meeting
5. Public Hearing
 - A. Consideration of Resolution 2025-01 Adopting Amended Rate Schedule
6. Consideration of Resolution 2025-02 Approving the Proposed Fiscal Year 2026 Budget and Setting a Public Hearing
7. Ratification Items
 - A. Wastewater Capacity Commitment and Service Agreements/ Authorize Release
 - i. Watermark PUD
 - ii. Lake Hills PUD
 - B. Agreement with DiBartolomeo, McBee, Hartley & Barnes, P.A. to Provide Auditing Services for the Fiscal Year 2024
8. **Consideration of Wastewater Commitment and Service Agreements - Added**
 - A. Lake Hills Publix**
 - B. Drake Point**
9. Discussion of Emergency Protocol Communications
10. 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 7, 2025** as Landowners' Meeting Date
- D. On-Site Operations
 - i. Fire Hydrant Flow Test
- 11. Supervisors Requests
- 12. Other Business
- 13. Next Meeting Date
- 14. 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,

George S. Flint

George S. Flint
District Manager

Cc: Darrin Mossing, GMS

Enclosures

SECTION III

SECTION A

From: Stacie Vanderbilt svanderbilt@gmscfl.com
Subject: Fwd: Letter of resignation
Date: May 16, 2025 at 3:31 PM
To:

From: Katie Beucher <katiebeucher@gmail.com>
Date: May 16, 2025 at 12:22:39 PM EDT
To: gflint@gmscfl.com
Subject: Letter of resignation

Dear George,

I am writing to formally resign from my position on the Board of Supervisors of the Central Lake Community Development District, effective today, May 16th, 2025.

Best Regards,

Katie Beucher

SECTION D

RESOLUTION 2025-03

**A RESOLUTION ELECTING OFFICERS OF THE
CENTRAL LAKE COMMUNITY DEVELOPMENT
DISTRICT**

WHEREAS, the Board of Supervisors of the **Central Lake Community Development District** at a regular business meeting held on **May 23, 2025** desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
_____	Treasurer
_____	Assistant Treasurer
_____	Assistant Treasurer
_____	Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS 23rd DAY OF MAY, 2025.

Secretary/ Assistant Secretary

Chairman/ Vice Chairman

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, March 28, 2025, at 8:04 a.m. at the Mission Inn Resort, El Moro Room, 10400 County Road 48, Howey-in-the-Hills, Florida.

Present and constituting a quorum were:

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

Also present were:

George Flint	District Manager
Kevin Stone <i>by phone</i>	District Counsel
John Arnold	Town of Howey in the Hills

The following is a summary of the minutes and actions taken at the March 28, 2025 meeting of the Board of Supervisors of the Central Lake Community Development District.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the December 9, 2024 Meeting

On MOTION by Ms. Miller seconded by Mr. Beucher with three in favor the Minutes of the December 9, 2024 meeting were approved as presented.

FOURTH ORDER OF BUSINESS**Discussion of Revised CIAC Rate Recommendation and Authorization to Set Rate Hearing**

Mr. Flint stated next is consideration of a revised CIAC rate and authorization to set a rate hearing. Any time the Board considers rate adjustments we are required to go through a rule and rate hearing process that requires two notices in the newspaper, 29 and 28 days in advance of the hearing. I believe we were considering the hearing for May in conjunction with your proposed budget adoption. In the agenda package is a letter from the Engineer we have been working with, with a recommendation.

Mr. Beucher stated the District hired Key Engineering and he indicates that we are behind the curve on our CIAC per ERU and we are currently at \$4,574.25 and he is recommending \$5,250 per ERU to stay current and that does not include any legacy costs, the land and no retention ponds, no current infrastructure, this is just to provide additional capacity in the plant.

Mr. Flint stated you are not adopting it today; you are setting a public hearing and at the public hearing you will consider any change to the rate.

On MOTION by Ms. Miller seconded by Mr. Parks with three in favor staff was authorized to set a rate hearing for the CIAC rates on May 23, 2025 at 8:00 a.m. in the same location.

FIFTH ORDER OF BUSINESS**Ratification Items****A. Proposal from Wayne Automatic Fire Sprinkler for Fire Hydrant Painting**

Mr. Flint stated we have 30 hydrants that were tested and they all exceeded 500 gallons per minute that are required to flow and they were all painted. The barrels were painted red and the tops were painted according to the national standard based on the gallons per minute flow of each hydrant. The hydrants should be opened annually and tested every five years.

On MOTION by Mr. Parks seconded by Ms. Miller with three in favor the proposal from Wayne Automatic Fire Sprinkler for Fire Hydrant Painting in the amount of \$5,070 was ratified.

B. Amended and Restated Wholesale Wastewater Treatment Agreement with Town of Howey in the Hills

Mr. Flint stated we have been working on this agreement for a long time. It was approved by the Town with an effective date of February 1st. We discussed this in prior meetings and you

have the final agreement in the agenda package. We are asking the Board to ratify this final form of the agreement.

Mr. Beucher stated I would like to thank John for his involvement in getting this done. He played a pivotal role in this negotiation.

Mr. Arnold stated it was a great learning experience and moving forward we have this agreement done and the Town now understands it is not a question of if the Town expands it is a question of when and how fast. Thanks to that with your help people are coming out of the woodwork and telling their developer friends that they can do business in Howey. That's what we need.

On MOTION by Mr. Beucher seconded by Mr. Parks with three in favor the amended and restated wholesale wastewater treatment agreement with the Town of Howey in the Hills was ratified.

SIXTH ORDER OF BUSINESS

Authorization to Issue RFQ for Professional Engineering Services

Mr. Flint stated when we issue the RFQ for engineering services, we do not ask for price. Once you rank the number one ranked firm then you negotiate a contract.

Mr. Beucher asked is the \$30,000 on an annual basis in collective bills or is it a project?

Mr. Stone stated it is a planning or study activity, any discreet project, any activity is limited to \$35,000. If the project is going to cost more than that we have to use this process. We can engage an Engineer on an ongoing basis and once you have done that you get to use them over and over as long as the project isn't a really big project and that threshold is \$4 million. Once they are in your toolbox you can use them without going out to resolicit.

Mr. Flint stated they will only get paid to the extent they are engaged.

On MOTION by Mr. Beucher seconded by Mr. Parks with three in favor this item was tabled.

SEVENTH ORDER OF BUSINESS

Consideration of Capacity Agreements

Mr. Flint stated item seven is consideration of capacity agreements. Dovetailed with the Amended and Restated Wholesale Wastewater Treatment Agreement are Capacity Agreements, each project that would fall under that wholesale agreement is required to have a Capacity Agreement with the CDD. There are three projects and I have provided the draft agreements to

you. Lake Hills is the Bouis property across from Mission Inn. The goal is to have a standard Capacity Agreement going forward that would have minimal changes for each project. However, with Lake Hills and Watermark there were some deviations to that standard agreement primarily dealing with when the CIAC payments would be made. There is also the issue of whether any transmission lines would need to be extended to the project. I'm going to turn it over to Kevin to walk you through each agreement. We will ask that they be approved in substantial form, which would allow them to be executed without having another meeting to the extent there was no substantive changes to those agreements.

Mr. Stone stated the Whispering Heights agreement came in last night and is the one that will most closely resemble our standard form that we will use on a continuing basis with new developments as they come in the Town of Howey in the Hills retail area.

The manner in which the Lake Hills and Watermark development differ from that mostly has to do with the timing of the payments they have to make, their contributions to pay for the plant that we have. Those have previously been negotiated before the Town's wholesale agreement was executed and the Watermark development allows for payment of the CIAC over three years, a third now, a third in a year and a third in 24 months. The Lake Hills agreement provides for payment of the CIAC on a schedule that is a little more nuanced, essentially, they are paying in three phases as well and if big chunks of property are sold to homebuilders the amount of the CIAC fee will be due at that time. The other thing that is special about the Lake Hills agreement is that Lake Hills is upsizing the transmission line that will allow other future developments in the vicinity to also use this transmission line. It will be bigger than necessary just for Lake Hills. That is good for us and was negotiated some time ago. In exchange Lake Hills will get reimbursed when those developments do finally hook up to it to the extent of each development's pro rata share of how much of that oversized line they are going to be using. That is an arrangement that will go on for a long time. They have 15 years to get those other users hooked in and get reimbursed. If some other user hasn't hooked in within 15 years the fact that Lake Hills would have to be reimbursed would expire.

Generally, and this will be shared with all future developments in the Howey retail area if a developer doesn't get going on their project within three years, then the District will have the right to reacquire the capacity back from them by paying back their CIAC fee charges. Those are the key things. George has the statistics on how many units each of these developments intends

to hook in. There is some final negotiating being done as recently as last evening on how much capacity the Watermark development is actually using for their amenities it is not much but maybe an ERU or two associated with that.

Ultimately what we would like the Board to do today is approve these agreements in substantially final form understanding that there are some final exhibits with minor tweaks that need to be prepared to fill in a couple of those blanks and that the Board would authorize George Flint with my consent to any of these final forms to have Bud execute the final forms, we can obtain Bud's signature now and not release it until we have agreed to those final blanks being filled in. When they are filled in it doesn't have to come back to the Board because the things we are talking about are truly very minor.

Mr. Flint stated I also passed out the performance guarantee that will be attached to the Lake Hills project, which guarantees that the current developer would be obligated as the principal until the time that the transmission force main was upgraded. That will be an exhibit to the Lake Hills agreement.

On MOTION by Mr. Beucher seconded by Ms. Miller with three in favor Whispering Heights capacity agreement was approved in substantially final form.

Mr. Beucher stated Watermark is the one that will be paid out 1/3, 1/3, 1/3.

Mr. Flint stated that was the negotiated amount. Obviously, they have the option if they wanted to pay it upfront.

Mr. Beucher stated they will need to know that we are talking about increasing the CIAC fees and it will be their decision.

Mr. Flint stated we will let each of these entities know that there is going to be a public hearing in May as a courtesy. We are also going to specify in each of these agreements although they are already obligated under the wholesale agreement that the RAM fees are due as of February 1.

Mr. Beucher stated it is the Town's obligation to advise them.

Mr. Flint stated we are going to specify it in the agreement so there are no surprises.

Mr. Clary joined the meeting at this time.

On MOTION by Mr. Beucher seconded by Mr. Parks with three in favor Watermark Capacity Agreement and the ERUs associated with it plus the Amenity was approved in substantially final form.

Mr. Beucher stated we met with Dean the other day and he provided a signed copy of this agreement. He was willing to come today's meeting but I told him it wasn't necessary. We discussed the three items that are out there and it is the access to the force main for Break Point and Key Engineering has come out on behalf of the plant owner and they looked at the size of the force main and they feel that the flows can access that pipe without requiring upsizing but Dean would like to confirm that with his own Engineer and whatever those two Engineers come up with I'm good with. This one is putting in a Pioneer Agreement and I believe that sunsets in 15 years so that means that anybody who wants to come in in year 14 would have to pay their pro rata share of access to their pipe but if they come in the 16th year they access it for free.

Mr. Flint stated after 15 years they don't get reimbursed. They are not connecting for free because there may be a CIAC charge still applicable at that point. But none of that goes to Reader.

Mr. Beucher stated I think we need to require them to have a performance bond for the force main.

Mr. Flint stated there is a requirement in the capacity agreement for them to have a performance bond.

Mr. Beucher stated I think that Jeff and Deans parent company should be on the hook for performing it. I don't want to have them assign it to an LLC that their only asset is a cardboard box.

Mr. Flint stated that is the performance guarantee document that I referenced which wound up being an exhibit. It is a performance guarantee that Reader and Partners is guaranteeing the upsizing of the force main. The concern is there is going to be an LLC created to develop the project and we want Reader & Partners to stand behind that upsizing. They have been very cooperative.

On MOTION by Mr. Beucher seconded by Ms. Miller with all in favor Lake Hills Capacity Agreement was approved in substantially final form.

EIGHTH ORDER OF BUSINESS

**Acceptance of Audit Committee
Recommendation and Selection of #1 Ranked
Firm to Provide Auditing Services for Fiscal
Year 2024**

On MOTION by Mr. Clary seconded by Ms. Miller with all in favor the Audit Committee's recommendation of DiBartolomeo McBee Hartley & Barnes as the number one ranked firm and Grau & Associates was ranked no. 2 was accepted.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Stone stated there is pending legislation as always at this time of year. A couple of things that can affect the District is potential increase in the limits of liability and sovereign immunity that could increase our insurance costs. There are various things happening with utility systems generally. It appears that what we thought was busy work having to put together the goals and performance indicators that we did last year, it looks like the legislature decided that was a waste of our time and they may repeal that.

B. Engineer

There being no comments, the next item followed.

C. Manager

i. Approval of Check Register

Mr. Flint presented the check register from December 1, 2024 through March 21, 2025 in the amount of \$318,680.49.

On MOTION by Mr. Beucher seconded by Mr. Parks 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.

TENTH ORDER OF BUSINESS

**Supervisor's Requests and Audience
Comments**

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS Next Meeting Date

Mr. Flint stated the next meeting will be held May 23, 2025 at 8:00 a.m. at which time we will have the rule and rate hearing and we will also have the proposed budget. If we need a meeting before then we can schedule a special meeting with a seven-day notice.

THIRTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Beucher seconded by Ms. Miller with all in favor the meeting adjourned at 8:44 a.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

the 1990s, the number of people with a mental health problem has increased by 50% (Mental Health Foundation 1999).

There is a growing awareness of the need to address the needs of people with mental health problems. The Department of Health (1999) has set out a vision for the future of mental health care, which includes a commitment to 'improve the lives of people with mental health problems, and to ensure that they are treated with respect and dignity'. This vision is reflected in the Mental Health Act 1983, which sets out the principles of care for people with mental health problems.

The purpose of this paper is to explore the experiences of people with mental health problems who are involved in the criminal justice system. We will discuss the challenges faced by these individuals and the need for a more holistic approach to their care.

The paper is organized as follows. We will first discuss the prevalence of mental health problems in the criminal justice system. We will then explore the challenges faced by individuals with mental health problems who are involved in the criminal justice system. Finally, we will discuss the need for a more holistic approach to their care.

Prevalence of mental health problems in the criminal justice system

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The purpose of this paper is to explore the experiences of people with mental health problems who are involved in the criminal justice system. We will discuss the challenges faced by these individuals and the need for a more holistic approach to their care.

MINUTES OF MEETING
CENTRAL LAKE
COMMUNITY DEVELOPMENT DISTRICT

The Central Lake Community Development District Audit Committee met Friday, March 28, 2025, at 8:00 a.m. at the Mission Inn Resort, El Moro Room, 10400 County Road 48, Howey-in-the-Hills, Florida.

Present were:

Bud Beucher
Heather Miller
Daniel Parks
George Flint

The following is a summary of the minutes and actions taken at the March 28, 2025 Audit Committee meeting of the Central Lake Community Development District.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the Audit Committee meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the December 9,
2024 Audit Committee Meeting**

On MOTION by Mr. Parks seconded by Ms. Miller with all in favor the minutes of the December 9, 2024 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

**Tally of Audit Committee Member Rankings
and Selection of Auditor**

- A. DiBartolomeo, McBee, Hartley & Barnes, P.A.
- B. Grau & Associates

Mr. Flint stated the Audit Committee met after the last Board meeting and approved the form of the RFP and selection criteria. We subsequently advertised the RFP in the newspaper and sent it to approximately five companies that provide the majority of these services. We received two responses, one from DeBartolomeo McBee Hartley & Barnes and one from Grau & Associates. We asked for five years of pricing and DeBartolomeo is less than half of Grau & Associates for each of the five years.

Mr. Beucher stated they are both qualified and I would give 20 points on all categories to both and 20 points on price for DiBartolomeo and 15 points for Grau & Associates. DiBartolomeo would receive 100 points and Grau & Associates would be 95 points.

On MOTION by Ms. Miller seconded by Mr. Parks with all in DiBartolomeo McBee Hartley & Barnes was ranked no. 1 with 100 points and Grau & Associates was ranked no. 2 with 95 points.

FIFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Beucher seconded by Ms. Miller with all in favor the meeting adjourned at 8:04 a.m.
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SECTION V

RESOLUTION 2025-01

CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT

A RESOLUTION OF THE CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT AMENDING WATER AND WASTEWATER RATE SCHEDULE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Central Lake Community Development District (the “District”) provides water and wastewater utility service to the public; and

WHEREAS, the District has held a public hearing to receive the input of the public on proposed rates, fees, and charges; and

WHEREAS, the District is authorized to amend from time to time, just and equitable rates, fees and charges for the provision of service by the District’s utility system;

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

Section 1. **Amendment of Rate Tariffs.** The District determines that the rates, fees and charges as set forth on the Rate Schedule attached to this Resolution as Exhibit “A”, and made a part of this Resolution, are just and equitable, and are hereby established as the Rate Schedule of the District.

Section 2. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 23rd day of May, 2025.

CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairman/Vice Chairman

ATTEST:

By: _____
Secretary/Assistant Secretary

EXHIBIT “A”

Central Lake Community Development District
Fiscal Year 2025
Proposed Water and Wastewater Rate Schedule¹
Effective: _____

User Rates, Fees & Charges		Proposed Water	Proposed Wastewater
Retail Potable Water Usage Charge per 1,000 Gallons (per ERC) - monthly			
Block 1 Charge - <i>Minimum Charge</i>	0 - 8,600 gallons	\$ 20.19	
Block 2 Charge	8,601 - 20,000 gallons	\$ 3.77	
Block 3 Charge	20,001+ gallons	\$ 7.65	
Retail Wastewater Usage Charge (per ERC) - monthly			
Individually Metered Residential Service (Water & Wastewater Customers)			\$ 45.05
Individually Metered Residential Services (Wastewater Only Customers)			\$ 51.48
CIAC - Water		\$ 2,327.25	
CIAC - Wastewater			\$ 5,250.00
Reservation and Maintenance Fee⁴ - monthly		\$ 2.14	\$ 6.00
Meter Fee		\$ 533.66	
Meter Fee (Radio Read)			
3/4"		\$ 909.50	
1"		\$ 1,016.50	
Larger Meters = Cost + 15%		TBD	
Wholesale Potable Wastewater Usage Charge per ERU² - monthly			\$ 28.01
Mission Inn Wastewater Charge - monthly			\$ 4,633.29
Los Colinas Irrigation Water Charge - monthly - Minimum Charge		\$ 18.87	
Flat rate per 1,000 gallons		\$ 2.76	
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 Fee³		\$ 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 Amended and Restated Wholesale Wastewater Services Agreement Dated February 1, 2025.

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 **Amended and Restated** Wholesale Wasterwater Service Agreement Dated **February 1, 2025**. Fee is effective **February 1, 2025**.

SECTION VI

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2025/2026 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, 2025, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”); 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 2025/2026 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 5, 2025

HOUR: 8:00 A.M.

LOCATION: 1080 San Luis Blvd.,
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, 2025.

ATTEST:

**CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

Central Lake
Community Development District

Proposed Budget
FY2026



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Central Lake
Community Development District
Proposed Budget
FY2026
Water & Sewer Fund

	Adopted Budget FY2025	Actual Thru 4/30/25	Projected Next 5 Months	Total Projected 9/30/25	Proposed Budget FY2026
Revenues:					
Water Revenue	\$ 268,345	\$ 149,699	\$ 118,646	\$ 268,345	\$ 276,395
Sewer Revenue	221,705	132,051	94,601	226,653	233,460
Wholesale Sewer Revenue - Venezia/Talichet	102,470	71,009	57,673	128,681	138,414
Wholesale Sewer Revenue - Boondocks	3,888	2,403	1,891	4,294	4,538
Wholesale Sewer Revenue - ESE Center	3,500	3,013	1,599	4,612	4,500
Wholesale Sewer Revenue - BishopsGate	23,155	25,734	-	25,734	27,024
Mission Inn Irrigation	9,000	6,797	3,250	10,047	9,000
Las Colinas HOA Irrigation	31,950	19,650	14,906	34,556	32,500
Miscellaneous Income	3,000	1,012	600	1,612	1,500
CIAC/Meter Fees	54,891	-	7,530	7,530	-
Interest	100	771	1,700	2,471	2,400
Total Revenues	\$ 722,005	\$ 412,139	\$ 302,396	\$ 714,535	\$ 729,731
Expenditures:					
Administrative:					
Engineering Fees	\$ 3,500	\$ 4,163	\$ 1,000	\$ 5,163	\$ 3,500
Attorney	12,000	12,906	8,750	21,656	18,000
Annual Audit	3,600	-	3,200	3,200	3,350
Management Fees	42,500	24,792	17,708	42,500	45,000
Information Technology	1,890	1,103	788	1,890	1,947
Website Maintenance	1,260	735	525	1,260	1,298
Telephone	25	-	25	25	25
Postage	1,750	1,143	810	1,953	2,200
Printing & Binding	350	126	139	265	350
Insurance	4,190	4,074	-	4,074	4,834
Legal Advertising	1,500	1,630	1,000	2,630	2,500
Office Supplies	500	184	226	410	500
Other Current Charges	1,200	763	400	1,163	1,200
Bank/ACH Fees	-	-	350	350	3,500
Property Taxes	1,300	1,067	-	1,067	1,300
Dues, Licenses & Subscriptions	175	175	-	175	175
Total Administrative:	\$ 75,740	\$ 52,860	\$ 34,921	\$ 87,781	\$ 89,679
Operations:					
Property Insurance	\$ 23,905	\$ 24,535	\$ -	\$ 24,535	\$ 26,498
Electric	175,500	90,044	67,000	157,044	175,500
Backup Fuel	334	-	167	167	334
Chemicals	15,000	5,699	7,301	13,000	15,000
Dues, Licenses & Subscriptions	2,500	450	2,155	2,605	2,650
Labor	8,634	5,037	3,598	8,634	8,634
Mowing	2,000	1,095	953	2,048	2,064
Plant Lease	175,383	102,307	73,076	175,383	181,521
Repairs & Maintenance	45,000	28,708	10,000	38,708	45,000
Sludge Pumping	40,000	17,464	10,000	27,464	40,000
Utility Maintenance	105,170	40,781	39,566	80,347	105,170
Capital Outlay	52,839	2,441	22,559	25,000	37,681
Total Operations:	\$ 646,265	\$ 318,561	\$ 236,375	\$ 554,936	\$ 640,052
Total Expenditures	\$ 722,005	\$ 371,421	\$ 271,296	\$ 642,716	\$ 729,731
Excess Revenues (Expenditures)	\$ (0)	\$ 40,718	\$ 31,100	\$ 71,819	\$ 0

**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 \$45.05 per residential sewer account for customers connected to potable water and sewer service and \$51.48 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 **ESE Center** 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 2026, 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 proposed charges are as follows:

CIAC – Water	\$2,327.25
CIAC – Sewer	\$4,574.25
Meter Fee	\$533.66

INTEREST

Represents estimated interest from invested funds.

EXPENDITURES:

ADMINISTRATIVE:

ENGINEERING FEES

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.

CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT WATER & SEWER BUDGET

ATTORNEY FEES

The District's legal counsel, Stone & Gerken, P.A., 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.

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 DiBartolomeo, McBee, Hartley & Barnes 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.

PRINTING & BINDING

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

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.

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.

OTHER CURRENT CHARGES

Represents miscellaneous expenses such as automated notification services provided to account holders.

BANK/ACH FEES

Represents estimated costs for monthly bank services that include online bank drafting, credit card and e-check payments and portal maintenance.

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 Commerce for \$175.

OPERATIONS:

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.

ELECTRIC

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

Account#	Address	Monthly Amount	Annual Amount
9100 8904 1731	26325 Avenida Las Colinas Lift	\$100	\$1,200
9100 8904 1905	10400 County Road 48, Wtr Trmt Plant	\$1,490	\$17,880
9100 8904 2097	26325 Avenida Las Colinas Sewer Plant	\$12,300	\$147,600
9100 8904 2295	10400 County Road 48, Waste Water Plant	\$150	\$1,800
9100 8904 2500	9251 Avenida San Pablo Lift Station	\$35	\$420
9100 8904 2675	26000 Avenida Las Colinas	\$150	\$1,800
	Contingency		\$4,800
Total			\$175,500

BACKUP FUEL

Represents estimated costs for purchase of fuel for back up generators.

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

CHEMICALS

The District purchases various chemicals used in conjunction with the wastewater treatment plant.

DUES, LICENSES & SUBSCRIPTION

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

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

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.

PLANT LEASE

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

REPAIRS & MAINTENANCE

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

SLUDGE PUMPING

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

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. This expense is allocated a 75% to Water & Sewer and 25% to RAM.

CAPITAL OUTLAY

Represents estimated costs for capital outlay related expenses.

Central Lake
Community Development District
Proposed Budget
FY2026
Reservation & Maintenance Fund

	Adopted Budget FY2025	Actual Thru 4/30/25	Projected Next 5 Months	Total Projected 9/30/25	Proposed Budget FY2026
Revenues:					
RAM Sewer Revenue	\$ 151,848	\$ 65,400	\$ 91,774	\$ 157,174	\$ 197,208
Miscellaneous Income	-	532	400	932	-
Interest	600	487	600	1,087	1,200
Carry Forward Surplus	41,018	-	-	-	-
Total Revenues	\$ 193,466	\$ 66,420	\$ 92,774	\$ 159,194	\$ 198,408
Expenditures:					
Administrative:					
Attorney	\$ 12,000	\$ 12,906	\$ 8,750	\$ 21,656	\$ 18,000
Postage	150	53	43	96	150
Insurance	4,190	4,074	-	4,074	4,834
Other Current Charges	500	-	250	250	500
Property Taxes	1,300	1,067	-	1,067	1,300
Total Administrative:	\$ 18,140	\$ 18,100	\$ 9,043	\$ 27,143	\$ 24,784
Operations:					
Property Insurance	\$ 23,905	\$ 24,535	\$ -	\$ 24,535	\$ 26,498
Mowing	8,000	4,380	3,812	8,192	8,256
Operating Supplies	7,500	-	3,750	3,750	7,500
Permits	5,000	-	5,000	5,000	5,000
Refuse Service	720	183	279	462	900
Repairs & Maintenance	26,000	-	-	-	26,000
Utility Maintenance	32,763	13,593	13,189	26,782	32,763
Capital Outlay	71,438	-	35,719	35,719	66,707
Total Operations:	\$ 175,326	\$ 42,692	\$ 61,749	\$ 104,441	\$ 173,624
Total Expenditures	\$ 193,466	\$ 60,792	\$ 70,791	\$ 131,584	\$ 198,408
Excess Revenues (Expenditures)	\$ -	\$ 5,627	\$ 21,982	\$ 27,610	\$ 0

**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 \$6.00 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.

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, Stone & Gerken, P.A., 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.

OTHER CURRENT CHARGES

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

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

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

OPERATIONS:

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.

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.

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.

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	\$70	\$840
	Contingency		\$60
Total			\$900

REPAIRS & MAINTENANCE

Represents all maintenance and repair work performed in the facility.

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 VII

SECTION A

SECTION 1

WASTEWATER CAPACITY COMMITMENT AND SERVICE AGREEMENT (WATERMARK PUD)

This **WASTEWATER CAPACITY COMMITMENT AND SERVICE AGREEMENT** (the “**Agreement**” or “**Reservation Agreement**”) is entered into this 8th day of May, 2025 (the “**Effective Date**”), by and between Revels Road Investors, LLC, a Florida limited liability company, whose address is 210 Hangar Road, Kissimmee, FL 34741 (the “**Developer**”), and Central Lake Community Development District, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, whose address is 10400 CR 48 Howey-the-Hills, FL 34737 (the “**District**”).

SCHEDULE OF ADDENDA AND EXHIBITS

Addendum 1: Schedule of CIAC

Exhibit A: Legal Description of the Property

Exhibit B: General Description of Collection System Upgrades

Exhibit C: Form of Certificate of Wastewater Treatment Availability

RECITALS

A. **WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners of Lake County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and is validly existing under the Constitution and laws of the State of Florida for the purpose of constructing, operating, and maintaining certain wastewater and water (potable and non-potable) infrastructure improvements within and without its boundaries.

B. **WHEREAS**, the District leases and operates a wastewater treatment and disposal system located in unincorporated Lake County, Florida pursuant to its authority granted by Chapter 190, F.S.

C. **WHEREAS**, the Developer is, or is authorized to enter into this Agreement on behalf of, the owner of certain real property located in the Town of Howey-In-The-Hills (the “**Town**”) in Lake County, Florida, as more particularly described in Exhibit “A” attached hereto and made a part hereof by reference (the “**Property**”).

D. **WHEREAS**, the Property has obtained zoning and other approvals from the Town for **290 single-family residential units and one cabana amenity** (collectively, the “**Project**”) which in aggregate will require no more than 72,750 gallons average daily flow (GPD) (the “**Wastewater Service Capacity**”) and which for the purposes of Contributions in Aid of Construction and the RAM Fee (as each defined herein) to be paid in furtherance of this Agreement has been determined to involve 291 Equivalent Residential Units (ERUs). The Developer intends to develop the Property in a manner consistent with the approved Project.

E. **WHEREAS**, Developer desires that the District provide treatment and disposal services with respect to wastewater generated at the Property for the Project and collected by the Town (the “**Utility Services**”).

F. **WHEREAS**, the District and the Town have entered into an Amended and Restated Wholesale Agreement dated February 1, 2025 (the “**Wholesale Agreement**”) for an area including the Property under which the District provides wastewater treatment and disposal capacity to the Town on a wholesale basis.

G. **WHEREAS**, under the terms of the Wholesale Agreement, the District will collect and retain the contribution-in-aid-of construction (“**CIAC**”) payment for wastewater treatment and disposal capacity directly from the Developer as a condition to the Project’s receipt of retail wastewater treatment service from the Town.

H. **WHEREAS**, the District and Developer further acknowledge and agree that the Developer and the Town may enter into a developer agreement in order to address further relevant terms and conditions of wastewater service and delivery by the Town to the Developer’s Property, including technical and operation and maintenance requirements, point of connection, delivery pressures, peak flows, usage, consistency of wastewater, user charges/rates, reservation and maintenance fees and the estimated capacity delivery date.

I. **WHEREAS**, the District is willing to commit to provide Utility Services in accordance with the conditions and provisions of this Agreement.

J. **WHEREAS**, the Developer, at its sole cost and expense, is willing to design, permit, construct, install and/or upgrade all on- and off-site wastewater system improvements, which may include but are not limited to, a force main(s), lift station(s), sewage pumping station(s), gravity sewer mains, manholes, laterals, and other required improvements and appurtenances (as described generally in **Exhibit “B”**) to provide, together with the Town’s existing facilities as the same may be upgraded by the Developer to accommodate the Project’s requirements, a complete collection and transmission system (the “**Collection System**”) from the Project to a connection to the District’s wastewater system at the Point of Connection, as defined in Section 2.3; upon completion, the Collection System shall be owned, operated, and maintained by the Town.

K. **WHEREAS**, at this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and District hereby covenant and agree as follows:

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

2. District Obligations.

2.1 The District covenants and agrees that it will provide Utility Services to the Property and the Project, and that wastewater sufficient capacity is hereby reserved by the District to serve **291 Equivalent Residential Units** for the Project.

2.2 The District covenants and agrees that it will provide Wastewater Service Capacity to the Property and the Project through connection with the Town's wastewater collection system, and that wastewater capacity is hereby reserved in quantities sufficient for the Project (in reliance on descriptions and information provided by the Developer), subject to the terms of this Agreement.

2.3 The District covenants and agrees that they will allow the Developer to connect the Collection System to the central facilities of the District at the Point of Connection, in accordance with the terms and intent of this Agreement upon:

a. The Developer's completion of the final design and permitting by all applicable governmental agencies having jurisdiction of the necessary wastewater facilities required to provide Utility Services to the Property for the Project;

b. The designation by mutual agreement of the Developer, the District, and the Town, of the point at which the Collection System will be connected to the District's treatment and disposal system (the "**Point of Connection**"); The Point of Connection is anticipated to be located at the access drive to the wastewater treatment plant on Number 2 Road;

c. the completion of construction and acceptance by the Town of the Collection System in accordance with plans and specifications approved by the Town and the District, all at Developer's sole expense except as provided herein;

d. the compliance by the Developer with all of the other terms of this Agreement, including the payment of such fees and charges when due as set forth herein; and

2.4 All connections to District's central wastewater facilities shall, at all times, be in accordance with rules, regulations and orders of the applicable governmental authorities and of the duly promulgated rules and specifications of the District. Rates and other terms and conditions for retail wastewater services are established pursuant to act of the Town Commission.

3. CIAC and RAM Fees.

3.1 The District has established a Contribution-In-Aid-of-Construction ("**CIAC**") fee generally designed to recover its capital investment in the treatment and disposal facilities which will be used in providing the Utility Services. The CIAC shall be paid in accordance with Addendum 1. Pursuant to the Wholesale Agreement, the CIAC is collected by the District as a condition to providing a Certificate of Wastewater Treatment Availability (the "**Certificate**"). The Certificate will be issued in the form attached hereto as **Exhibit "C"** upon execution of this Agreement and payment of the CIAC as set forth herein. Developer agrees to pay to the CIAC fee for each ERU in the Project. The CIAC shall be paid in accordance with Addendum 1 attached hereto and made a part hereof by reference.

3.2 In addition to the charges set forth above, the Developer acknowledges that the District has imposed a duly promulgated Reservation and Maintenance Fee (“**RAM Fee**”) for each ERU reserved by the Town for retail service in its territory. The RAM Fee applies to each ERU from February 1, 2025 until such time that the ERU begins paying for Utility Services. In accordance with the Wholesale Agreement, the District has deferred the collection of accruing RAM Fees through the date of this Agreement. The Developer is paying RAM fees in the amount of \$^{7,027.65} contemporaneously with the execution and delivery of this Agreement and will hereafter continue payment of the RAM Fee for each ERU in accordance with the District’s rate rule. It is anticipated that the Town will collect the RAM Fee, but in the event that the Town fails or refuses to collect the RAM Fee, it shall be remitted by the Developer directly to the District.

3.3 The capacity reservation described herein is subject to repurchase by the District in accordance with the Wholesale Agreement if connection to the District system has not been made within three years of payment of the CIAC.

4. Developer Obligations.

4.1 *Design.* The Developer, at its sole cost and expense, shall be responsible for designing and preparing the plans and specifications for the Collection System and for obtaining all necessary and required permits from all regulatory agencies for such improvements. Unless otherwise agreed by the Developer and the District in writing, the specifications shall be based on projected flow rates of up to **250** gallons per day per residential unit for on-site facilities and off-site facilities. The projected flow rates of 250 gallons per day are used for purposes of designing and engineering the Transmission Upgrades, notwithstanding that the purchase of capacity (in terms of ERUs), RAM fees, CIAC Fees, and monthly user fees are based on a different calculation such as a per dwelling-unit price of the Project. For purposes of this Agreement, the term “Plans” shall mean and refer to the plans and specifications for the Collection System as approved by the District and all other governmental authorities with jurisdiction.

5. Ownership of System.

5.1 *Ownership.* The Developer will transfer and convey to the District or the Town, those portions of the Collection System, respectively, for which the District and the Town have agreed to accept ownership. The Developer will ensure that the District also receives an access and maintenance easement for the Collection System.

6. Exclusive Provider. The Developer agrees that it shall not engage in the business or businesses of providing Utility Services to the Property during the period of time the District provides Utility Services to the Property on either a wholesale or retail basis, it being the intention of the parties hereto that the District shall have the sole and exclusive right and privilege to provide Utility Services to the Property on either a wholesale or retail basis. Notwithstanding the foregoing, if at any time the District defaults on its obligation to provide sufficient Utility Services to the Property, the Developer, in addition to such other remedies and actions as may be available to it, shall have the right, after providing notice to the District at least sixty (60) days in advance, temporarily to secure the Utility Services from other sources; provided, however, that Developer shall again obtain such Utility Services from the District after the District provides Utility Services to the Property.

7. Force Majeure. In the event that the performance of this is prevented or interrupted by reason of Force Majeure, then the party suffering the Force Majeure event shall be excused from such performance for such period as may be reasonably required to overcome the cause of the delay. For purposes of this Agreement, the term "Force Majeure" shall mean and refer to acts of God or of the public enemy; strikes; war; national emergency; declarations of emergency, governmental restrictions upon the use or availability of labor or materials; rationing; epidemics; civil insurrection, riot, racial or civil rights disorder or demonstration; embargo; flood; tidal wave; fire; explosion; bomb detonation; nuclear fallout; windstorm; hurricane; earthquake; sinkhole or other casualty or disaster or catastrophe; failure to obtain necessary materials, supplies, labor, permits, or governmental approvals due to unforeseeable governmental rules, acts, orders, restrictions, regulations or requirements; or any judgment or restraining order or injunction of any court.

8. Indemnification. The Developer agrees to indemnify and hold the District harmless from all damages, liability, cost and expenses, including reasonable attorney's fees, arising out of acts or omissions relating to this Agreement or any breach hereof to the extent caused in whole or in part by the Developer, its officers, agents, contractors (including sub-contractors at any level) and employees.

9. Assignment. The Developer may not assign its rights, duties or obligations under this Agreement without the express written consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Developer may, without obtaining the District's consent, assign its rights, duties or obligations under this Agreement to an affiliate of the Developer who acquires or has acquired the Property and to any other successor owner of the Property.

10. Default. In the event of a default of this Agreement by a party, the non-defaulting party shall have all rights and remedies available to such party in law or in equity, including, but not limited to, the right of specific performance. A Party shall not be deemed to be in default of this Agreement except as follows:

10.1 The Party fails to pay, within fifteen (15) days after receipt of notice thereof from the other Party, any sums, fees, charges, costs or expenses which are payable under this Agreement; or

10.2 The Party fails to perform any of its other obligations under this Agreement, within thirty (30) days after receipt of notice thereof from the other Party, provided that, if the Party's failure cannot reasonably be remedied within thirty (30) days, then it shall be permitted reasonable additional time to remedy the default for as long as the such Party exercises reasonable diligence.

The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

11. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand-delivered to the official hereinafter

designated, or (2) upon receipt of such notice when deposited in the U.S. mail, postage prepaid, certified mail, return-receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

District: Mr. Bud Beucher
Central Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801

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

and: Kevin Stone
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757
kevin@stoneandgerken.com

Developer: Craig C. Harris, Manager
Revels Road Investors, LLC
210 Hangar Road
Kissimmee, FL 34741
charris@jtdlandco.com

With copies to: Chris Gardner, Manager
CKG Development and Realty, LLC
1482 Granville Drive
Winter Park, FL 32789
chris@condevfl.com

Carolyn Haslam
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801
carolyn.haslam@akerman.com

12. Binding Effect. All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns.

13. Miscellaneous Provisions.

13.1 This Agreement and the Provisions contained herein shall be construed, controlled, and interpreted according to the laws of the state of Florida. The sole venue for any action arising out of this agreement shall be the circuit or county court in and for Lake County, Florida.

13.2 This Agreement constitutes the entire agreement between the parties for all matters contained herein and shall supersede all previous agreements or representations either oral or in writing with respect to all matters contained herein.

13.3 This Agreement or a memorandum thereof shall be recorded in the Public Records of Lake County, Florida, to put all parties on record as to the obligations of the Developer and its successors and assigns as contained herein.

13.4 In the event of any litigation arising from this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs through and including any appeal.

13.5 Except to the extent this Agreement expressly provides otherwise, the District shall exercise its rights to approve, consent, or exercise other discretion reasonably. Without limiting the foregoing, the District shall not unreasonably withhold, condition, or delay any consent, approval, or other exercise of discretion under this Agreement, except as this Agreement expressly provides otherwise.

13.6 The District warrants and represents that this Agreement does not violate any law, regulation, statute, ordinance, or other governmental requirement in effect as of the date of this Agreement and applicable to the District. The District shall employ its best efforts to obtain all governmental approvals and consents that may be required in order for the District to perform its obligations and covenants under this Agreement.

13.7 This Agreement may be executed in one or more counterparts, each of which upon delivery shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signatures on following page]

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

DISTRICT:

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

By: Bud Beucher

Print Name: Bud Beucher

Its: Chairman

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 8th day of May, 2025, by Bud Beucher as
chairman for the Central Lake Community Development District.

(SEAL)



DAMON L. CARROLL
Notary Public
State of Florida
Comm# HH364704
Expires 2/20/2027

Damon L Carroll
Signature of Notary Public

Damon L Carroll
Name of Notary Public
(Typed, Printed, or stamped)

Personally Known ☐ OR Produced Identification ☒
Type of Identification Produced: Florida D.O.

DEVELOPER:

Witnesses:

Revels Road Investors, LLC, a Florida limited liability company

Printed Name: Kimberly Bussell
Address: 210 Hanger Road
Kissimmee, FL 34741

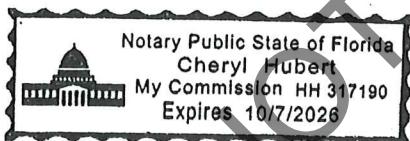
By: Craig C. Harris
As its Manager

Printed Name: Dalimar Rivera
Address: 210 Hanger Road
Kissimmee, FL 34741

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of May, 2025, by Craig C. Harris as Manager for Revels Road Investors, LLC, a Florida limited liability company, on behalf of the company.

(SEAL)



Cheryl Hubert
Signature of Notary Public

Cheryl Hubert
Name of Notary Public
(Typed, Printed, or stamped)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____

EXHIBIT "A"

legal description of Property

PARCEL 1:

THAT PART OF THE NORTH 1/2 OF GOVERNMENT LOTS 1 AND 2 IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 2, RUN THENCE SOUTH 00°06'05" EAST ALONG THE EAST LINE THEREOF, 1139.8 FEET; THENCE RUN NORTH 89°29'20" WEST 2668.76 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE RUN NORTH 00°09'00" WEST ALONG SAID WEST LINE 1125.96 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE RUN SOUTH 89°46'40" EAST ALONG THE NORTH LINE OF SAID SECTION 2 FOR 2669.20 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOTS 26 AND 27, LESS THAT PART INCLUDED IN CLAY PIT, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

BEGIN 99 FEET SOUTH 1°32' WEST OF THE NORTHWEST CORNER OF LOT 16, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN EAST TO THE SOUTHEASTERN BOUNDARY OF LOT 16, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY OF LOT 16 TO THE SOUTHWEST CORNER OF LOT 16, THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF LOT 16 TO POINT OF BEGINNING.

PARCEL 4:

LOT 12, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 5:

LOT 1, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE NORTHEASTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTH OF THE EXTENSION OF THE SOUTH LINE OF LOT 4 AND THE WESTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTHERLY OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1,

TOWNSHIP 21 SOUTH, RANGE 25 EAST, 1ST SUBDIVISION OF HOWEY, AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

LESS THAT PART OF SUNSET DRIVE THAT LIES WITHIN THE FOLLOWING DESCRIBED PARCEL:

AN AREA OF LAND, BEING A CIRCLE WITH A RADIUS OF 60.00 FEET, WHOSE RADIUS POINT IS LOCATED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH LINE OF LOT I, 1ST SUBDIVISION OF HOWEY, RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE WESTERLY RIGHT OF WAY LINE OF SUNSET DRIVE AS SHOWN ON THE PLAT OF SAID 1ST SUBDIVISION OF HOWEY; THENCE RUN SOUTH 08°15' WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE AFOREMENTIONED RADIUS POINT.

TOGETHER WITH:

A PORTION OF LANDS LYING IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE S00°08'43"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1139.75 FEET TO THE POINT OF BEGINNING; THENCE S00°08'47"W, A DISTANCE OF 708.36 FEET TO THE SOUTH LINE OF PARCEL 2 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°35'48"W, A DISTANCE OF 1962.30 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE RUN ALONG SAID WEST LINE N00°47'54"E, A DISTANCE OF 621.45 FEET TO THE SOUTH LINE OF PARCEL 1 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°29'05"W, A DISTANCE OF 636.48 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH PALM AVENUE, BEING A 100.00 FOOT WIDE PUBLIC RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 1093; THENCE N00°33'29"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 95.61 FEET TO THE NORTH LINE OF AFOREMENTIONED PARCEL 1; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN ALONG SAID NORTH LINE S89°22'37"E, A DISTANCE OF 2591.08 FEET TO THE POINT OF BEGINNING.

Total Acreage: 132.21

EXHIBIT B- GENERAL DESCRIPTION OF WORK – COLLECTION SYSTEM

Construction of the wastewater collection system, including gravity lines, lift station and force main on the Property connecting to existing Town facilities at a point located on S.R. 19 at the southerly entrance of Hillside Grove Development entrance road.

NOT RELEASED

ADDENDUM 1 – SCHEDULE OF CIAC PAYMENT

The CIAC shall be paid for two hundred and ninety (291) ERUs. At the time of the execution of the Reservation Agreement, the CIAC per ERU is Four Thousand Five Hundred and Seventy-Four Dollars and 25/100 Cents (\$4,574.25). The CIAC reservation shall be paid at the prevailing rate at the time of payment.

The CIAC may be paid in up to three (3) annual installments, which, based on the rate at the time of execution, are further described below:

- a. Upon execution of the Reservation Agreement (the “Initial Payment”): \$443,702.25 (97 ERUs); and
- b. 12 months from the date of the Initial Payment (97 ERUs); and
- c. 24 months from the date of the Initial Payment (97 ERUs).

The Developer may choose to pay the CIAC in the installments listed above or may pay the entire CIAC amount of \$1,331,106.75 upon execution of the Reservation Agreement, without penalty. Upon CIAC payment, a Certificate of Wastewater Treatment Availability will be issued based on the number of ERUs for which the payment has been made. Under no circumstances shall the Certificate of Wastewater Treatment Availability be issued for ERUs that exceed the payment of the CIAC.

NOT RELEASED

**EXHIBIT C FORM OF CERTIFICATE OF WASTEWATER TREATMENT
AVAILABILITY**

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT
CERTIFICATE OF WASTEWATER TREATMENT AVAILABILITY
ISSUED TO
REVELS ROAD INVESTORS, LLC
DATED [_____] , 20[___]**

This Certificate of Wastewater Treatment Availability ("Certificate") is issued by the **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT** ("CDD") to Revels Road Investors, LLC, a Florida limited liability company ("Developer") pursuant to that certain Amended and Restated Wholesale Wastewater Treatment Agreement dated February 1, 2025 (the "Wholesale Agreement") and the [Wastewater Capacity Commitment and Service Agreement dated [_____] (the "Reservation Agreement")].

- Parcel ID #: 02-21-25-0001-000-00100, 02-21-25-0001-00200, 35-20-25-0150-000-00100, 35-20-25-0150-000-01200, 35-20-25-0150-000-01600, 35-20-25-0150-000-02600 and 02-21-25-0001-000-03700
- Project Name: Watermark PUD
- Developer Contact Information: Craig C. Harris, Manager
Revels Road Investors, LLC
210 Hangar Road
Kissimmee, FL 34741
charris@jtdlandco.com
- This project does not require contribution for cost-sharing of previously constructed upgrades in accordance with the Reservation Agreement.
- This project does not require construction of upgrades in accordance with the Reservation Agreement.

The Developer has approached the CDD. The CDD has set aside and encumbered treatment and disposal capacity in the CDD's wastewater system for the development contemplated by the Developer provided that the flows at the point of connection shall not exceed 72,750 gallons average daily flow (GPD).

- The CDD has determined that service to the development proposed by the Developer is technically and economically feasible.
- The Developer has executed the Reservation Agreement.

- Contributions in aid of Construction have been paid based on a calculation that the project proposed by the Developer will require [] ERUs of wastewater capacity.][In accordance with the Reservation Agreement, Contributions in aid of Construction will be paid in accordance with the following schedule, based on a calculation that the project proposed by the Developer will require [] ERUs of wastewater capacity.
- Wastewater treatment and disposal service will be available concurrent with the new development.

This Certificate is intended to satisfy the requirement as set forth in Section 3.4 of the Wholesale Agreement and may be relied upon by the Town of Howey in the Hills for the purposes thereof provided, however, that the obligation of the CDD to provide service to the project proposed by the Developer is contingent upon the performance of the Developer and its successors and assigns of the Reservation Agreement and the satisfaction of all other conditions precedent to the CDD's obligations. The capacity reservation described in this Certificate is subject to the terms of the Wholesale Agreement and Reservation Agreement and may be subject to expiration, termination, or repurchase by the CDD in the event that it is not used in connection with the proposed development.

CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT

BY:
CHAIRMAN / DISTRICT MANAGER

SECTION 2

WASTEWATER CAPACITY COMMITMENT AND SERVICE AGREEMENT (LAKE HILLS PUD)

This **WASTEWATER CAPACITY COMMITMENT AND SERVICE AGREEMENT** (the "Agreement") is entered into this 13th day of March, 2025 (the "Effective Date"), by and between **HR LAKE HILLS, LLC**, a Delaware limited liability company, whose address is 5850 T.G. Lee Boulevard, Suite 200, Orlando, Florida 32822 ("Developer"), and **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, whose address is 10400 CR 48 Howey-the-Hills, FL 34737 (the "District").

RECITALS

A. **WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners of Lake County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and is validly existing under the Constitution and laws of the State of Florida for the purpose of constructing, operating, and maintaining certain wastewater and water (potable and non-potable) infrastructure improvements within and without its boundaries.

B. **WHEREAS**, the District leases and operates a wastewater treatment and disposal system located in unincorporated Lake County, Florida pursuant to its authority granted by Chapter 190, F.S.

C. **WHEREAS**, the Developer is, or is authorized to enter into this on behalf of, the owner of certain real property located in the Town of Howey-In-The-Hills (the "Town") in Lake County, Florida, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof by reference (the "Property").

D. **WHEREAS**, The Property has zoning and other approvals from the Town for approximately 571 residential units, comprised of a mix of single family and multi-family age-restricted units and related uses and amenities, including, but not limited to, a fitness facility and clubhouse (collectively, the "Project") which in aggregate will equal 571 Equivalent Residential Units (the "Wastewater Service Capacity"). The Developer intends to develop the Property in a manner consistent with the approved Project.

E. **WHEREAS**, Developer desires that the District provide treatment and disposal services with respect to wastewater generated at the Property for the Project and collected by the Town (the "Utility Services").

F. **WHEREAS**, the Town enacted Ordinance 2003-307 on August 11, 2003, under which the Town created a water and wastewater service area as authorized by Chapter 180, Florida Statutes (the "180 Service Area") which includes the Property.

G. **WHEREAS**, the District and the Town have entered into an Amended and Restated Wholesale Agreement effective as of February 1, 2025 (the "Wholesale Agreement") for an area including the Property under which the District provides wastewater treatment and disposal

capacity to the Town on a wholesale basis for certain developments inside Howey's 180 Service Area, including the Property.

H. **WHEREAS**, under the terms of the Wholesale Agreement, the District will collect and retain the contribution-in-aid-of construction ("CIAC") payment for wastewater treatment and disposal capacity directly from the relevant developer(s) in order to receive retail wastewater treatment service from the Town, which is served by the District's wastewater treatment and disposal system.

I. **WHEREAS**, the District and Developer further acknowledge and agree that the Developer and the Town may enter into a developer agreement in order to address further relevant terms and conditions of wastewater service and delivery by the Town to the Developer's Property, including technical and operation and maintenance requirements, point(s) of connection with the Town's existing collection system, delivery pressures, peak flows, usage, consistency of wastewater, user charges/rates, reservation and maintenance fees and the estimated capacity delivery date.

J. **WHEREAS**, the District is willing to commit to provide Utility Services in accordance with the conditions and provisions of this Agreement.

K. **WHEREAS**, The Developer, at its sole cost and expense, is willing to design, permit, construct install and/or upgrade all on- and off-site wastewater system improvements, which may include but are not limited to, a force main(s), lift station(s), sewage pumping station(s), gravity sewer mains, manholes, laterals, and other required improvements and appurtenances to provide, together with the Town's existing facilities as the same may be upgraded by the Developer to accommodate the Project's requirements, a complete collection and transmission system (the "Collection System") from the Project to a connection to the District's wastewater system at the Point of Connection (as defined herein); upon completion, the Collection System shall be owned, operated, and maintained by the Town.

L. **WHEREAS**, The Developer, at its sole cost and expense, is willing to design, permit, construct and install wastewater system improvements as are necessary for transmission of wastewater anticipated to be generated by the Project from the Point of Connection to the District's wastewater treatment plant (the "Transmission Upgrades"), but only to the extent set forth in this Agreement; upon completion, the Transmission Upgrades shall be owned, operated, and maintained by the District.

M. **WHEREAS**, at this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and District hereby covenant and agree as follows:

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

2. District Obligations.

2.1 The District covenants and agrees that it will provide Utility Services to the Property and the Project, and that wastewater sufficient capacity is hereby reserved by the District to serve up to **571 equivalent residential units** including associated parks and amenity spaces for the Project. The District's obligation to reserve wastewater capacity for the Project is subject to the terms of this Agreement and further subject to the condition that the Developer closes on the purchase of the Property on or before June 30, 2025.

2.2 The District covenants and agrees that it will provide Wastewater Service Capacity to the Property and the Project through connection of the Collection System with the Town's wastewater collection system, and that wastewater capacity is hereby reserved in quantities sufficient for the Project (in reliance on descriptions and information provided by the Developer), subject to the terms of this Agreement.

2.3 The District covenants and agrees that they will allow the Developer to connect the Collection System to the central facilities of the District at the Point of Connection, in accordance with the terms and intent of this Agreement upon:

a. The Developer's completion of the final design and permitting by all applicable governmental agencies having jurisdiction of the necessary wastewater facilities required to provide Utility Services to the Property for the Project, including but not limited to the Transmission Upgrades;

b. The Developer's provision, prior to commencement of the construction of Transmission Upgrades, of a performance guaranty in the form of a performance bond or letter of credit issued by a prime institution in a form acceptable to the District;

c. The designation by mutual agreement of the Developer, the District, and the Town, of the point at which the Collection System will be connected to the District's treatment and disposal system (the "Point of Connection"); The Point of Connection is anticipated to be located at the southeastern corner of CR 48 and San Luis Boulevard.

d. the completion of construction and acceptance by the Town of the Collection System in accordance with plans and specifications approved by the Town and the District, all at Developer's sole expense except as provided herein;

e. the completion of construction and acceptance by the District of the Transmission Upgrades generally described in Exhibit "C" attached hereto and incorporated herein by reference, all at Developer's sole expense except as provided herein;

f. the inspection and approval by the District and all applicable governmental agencies having jurisdiction of the Transmission Upgrades during construction and the furnishing of a complete set of as-built plans in a form acceptable to the District for all such facilities constructed by the Developer;

g. the issuance of the final letter of acceptance by the District (which the District will promptly issue upon the Developer's satisfaction of the other requirements prescribed in this Section 2.3), subject to the warranty and guarantee by either the Developer and/or the Developer's contractor running in favor of District as required below;

h. the compliance by the Developer with all of the other terms of this Agreement, including the payment of such fees and charges when due as set forth herein;

i. The Developer obtaining for the District, at no cost to the District, (i) if necessary, an amendment to the Infrastructure Easement Agreement dated December 8, 2022 between the District and SJ Mission Inn, LLC, (ii) an easement agreement from Packing House By-Products Co. (or its successor) for the construction, access and maintenance of the Transmission Upgrades on a portion of the 7.41 acre parcel of land adjacent to hole # 1 of the Las Colinas golf course, and (iii) an easement, right-of-way utilization permit, or similar rights, to cross the CR 48 right-of-way, and such other easements as are necessary, all in locations and on terms reasonably acceptable to the District to allow construction of the Transmission Upgrades.

2.4 All connections to District's central wastewater facilities shall, at all times, be in accordance with rules, regulations and orders of the applicable governmental authorities and of the duly promulgated rules and specifications of the District. Rates and other terms and conditions for retail wastewater services are established pursuant to act of the Town Commission.

3. CIAC and RAM Fees.

3.1 The District has established a Contribution-In-Aid-of-Construction ("CIAC") fee generally designed to recover its capital investment in the treatment and disposal facilities which will be used in providing the Utility Services. Pursuant to the Wholesale Agreement, the CIAC is collected by the District as a condition to providing a Certificate of Wastewater Treatment Availability (the "Certificate") for any residential unit or equivalent thereof (ERU). The Certificate will be issued in the form attached hereto as Exhibit "E" upon execution of this Agreement and payment of the CIAC as set forth herein.

a. Developer agrees to pay to the CIAC fee for each ERU in the Project. Unless otherwise agreed in writing, the CIAC shall be paid in accordance with Addendum 1 attached hereto and made a part hereof by reference.

b. Notwithstanding the schedule provided above, the Developer may prepay any or all of the CIAC Fees in advance. At such time as the Developer has paid the applicable installment(s) of the CIAC fees, wastewater capacity shall be reserved for the applicable ERUs.

c. The CIAC fee shall be based on the duly promulgated rate in effect at the time of payment, which rate is currently **\$4,574.25** per residential unit. The Developer may elect to pay the CIAC fee sooner for any reason.

d. Upon receipt of payment of a CIAC fee for an ERU in the Project, the District will issue a Certificate to the Developer. It is anticipated that CIAC fees will be paid in blocks of ERUs as set forth in Addendum 1; a single Certificate shall be issued for all of the applicable ERUs covered by a payment of CIAC fees.

3.2 In addition to the charges set forth above, the Developer acknowledges that the District has imposed a duly promulgated Reservation and Maintenance Fee ("RAM Fee") for each ERU reserved by the Town for retail service in its territory. The RAM Fee applies to each

ERU from February 1, 2025 until such time that the ERU begins paying for Utility Services. In accordance with the Wholesale Agreement, the District has deferred the collection of accruing RAM Fees through the date of this Agreement. The Developer is paying RAM fees in the amount of \$13,789.65 contemporaneously with the execution and delivery of this Agreement and will hereafter continue payment of the RAM Fee for each ERU in accordance with the District's rate rule. It is anticipated that the Town will collect the RAM Fee, but in the event that the Town fails or refuses to collect the RAM Fee, it shall be remitted by the Developer directly to the District.

3.3 In the event that the Developer fails to receive a certificate of occupancy for an ERU **seventy (70)** months after the completion of the Transmission Upgrades then the wastewater capacity reservation for each such ERU shall become subject to the right of the District to repurchase by refund of the CIAC.

4. Developer Obligations.

4.1 *Design.* The Developer, at its sole cost and expense, shall be responsible for designing and preparing the plans and specifications for the Collection System and Transmission Upgrades and for obtaining all necessary and required permits from all regulatory agencies for such improvements. The Developer shall provide copies of such plans and specifications for Transmission Upgrades to the District for its review and approval (not to be unreasonably withheld, conditioned or delayed), prior to the submittal of same to any other governmental authority. District shall respond to a request for approval within twenty (20) days, otherwise such submittal shall be deemed approved. Unless otherwise agreed by the Developer and the District in writing, the specifications shall be based on projected flow rates of up to **150** gallons per day per active adult residential unit for on-site facilities and off-site facilities, which projected flow rate also includes projected flows for onsite amenities including the clubhouse, swim facility and fitness center for the Project. The projected flow rates of 150 gallons per day are used for purposes of designing and engineering the Transmission Upgrades, notwithstanding that the purchase of capacity (in terms of ERUs), RAM fees, CIAC fees, and monthly user fees are based on a different calculation such as a per dwelling-unit price. For purposes of this Agreement, the term "Plans" shall mean and refer to the plans and specifications for the Transmission Upgrades and Collection System as approved by the District and all other governmental authorities with jurisdiction.

4.2 *Construction; Cost-Sharing of Transmission Upgrades.*

a. The Developer shall complete construction of the Collection System and Transmission Upgrades in accordance with the Plans, at no cost to the District except as provided herein. The Developer acknowledges that Transmission Upgrades may require the acquisition of easements or other interests in land for the use of the District at Developer's expense. Notwithstanding the foregoing, the District shall allow the Developer to use existing easements running in favor of the District for portions of the Transmission Upgrades to the extent such easements allow for the same and, further, to the extent that use thereof will not interfere with other existing uses of the easements or servient parcels. Prior to the commencement of construction of the Transmission Upgrades, (i) Developer (and its contractor) shall, at its own cost, obtain and maintain at all times during construction, commercial general liability insurance, including without limitation, builder's risk, protecting against loss of life, bodily injury, and property damages, in

the amount of \$2,000,000 per incident and \$5,000,000 in the aggregate, and which shall name District, SJ Mission Inn, LLC, MM Louisiana, Inc., Packing House By Products Co, and Sewer & Water Plant Investments, LLC (collectively, the “Interested Parties”) as additional insureds, and (ii) Developer and the Interested Parties shall, acting reasonably and in good faith, agree on ways to mitigate the impact that construction of the Transmission Upgrades will have on each of the Interested Parties’ business or property. Developer shall not permit (and shall promptly satisfy or bond) any construction mechanic’s lien or encumbrance against any Interested Parties’ property.

b. *Cost-Sharing of Transmission Upgrades.* Certain Transmission Upgrades may have been previously constructed, or will be constructed, by one or more performing developers other than the Developer for developments other than the Project and “upsized” for the benefit of development at the Property pursuant to “pioneering” type arrangements. Those arrangements may require that the performing developers be reimbursed by the District upon the use of the upsized capacity through development of the Property. Accordingly, in addition to the CIAC, the Developer shall pay the District the amount to be reimbursed to the performing developer(s) without markup, and the District will pay the funds over to the performing developer or its successors and assigns. This cost sharing payment shall be considered part of the Developer’s required Transmission Upgrades and shall be a condition precedent to the acceptance by the District of the Transmission Upgrades. If such arrangements are in place as of the effective date of this Agreement, they are described as follows:

[None]

c. *Pioneering by Developer.* To the extent described in this subparagraph, the District and Developer have agreed that certain Transmission Upgrades include “upsizing” for the benefit of developments other than the Project such that the Developer will be a performing developer in a “pioneering” type arrangement. Upon turnover of the Transmission Upgrades to the District, a right shall be reserved in favor of the Developer to receive payment, in whole or in part, to reimbursement by contributing properties for their proportionate share of the cost of such upsizing. The Developer shall provide an engineer’s certification of final cost of the Transmission Upgrades and will update the calculation in Exhibit D-1 demonstrating the cost allocation projected for contributing properties. The District shall collect or facilitate the Developer’s collection of such reimbursement prior to acceptance of wastewater from contributing properties based on the proportion of capacity of the upsized facility (on an ERU basis) to be used by such contributing property as defined in the engineer’s certification of final cost of the Transmission Upgrades for the contributing property(s) calculated cost allocation. This reimbursement shall include cost of carry increase based on the consumer price index to be added from the date of the engineer’s certification of final cost of the Transmission Upgrades until such time payment is made to the Developer for a contributing property(s) upsize allocation. The Developer’s entitlement to reimbursement with respect to one or more contributing properties prior to use of the upsized Transmission Upgrades by development upon such contributing properties shall not be deemed to be an obligation or indebtedness of the District. The Developer shall not be entitled to reimbursement after the fifteenth anniversary of the turnover of the Transmission Upgrades or in the event that a court of competent jurisdiction or government agency with regulatory authority determines that a contributing property must be provided with utility services notwithstanding nonpayment of its proportionate share. If arrangements pursuant to this subparagraph are in place as of the effective date of this Agreement, they are described as follows:

Upsized Transmission Upgrades are Described on Exhibit D

4.3 *Inspections.* The Developer, at its sole cost and expense, shall retain the services of a Florida registered professional engineer for the purposes of inspecting and supervising the construction and installation of the Collection System and Transmission Upgrades to ensure compliance with accepted civil engineering practices and the approved plans and specifications. Prior to the Developer conveying the Transmission Upgrades as constructed to the District, the engineer shall certify in writing that the construction and installation of the Transmission Upgrades comply with the accepted civil engineering practices and are in substantial conformance with the approved plans and specifications. The District shall have the right but not the obligation to make inspections of all of the construction work performed by or for the Developer in connection with the Transmission Upgrades. Inspections by the District shall not be construed to constitute any guarantee by the District as to materials or workmanship, nor shall they relieve the Developer of the responsibility for the proper construction of said facilities in accordance with the requirements of this Agreement, nor shall the inspections, if undertaken, abrogate any warranties made by the Developer as to the quality and condition of the materials and workmanship. The District shall not delay the performance of work relating to the Transmission Upgrades nor cause any damage to the Property or improvements thereon. All inspections conducted by the District shall be at the District's sole risk and expense.

5. Ownership of System.

5.1 *Ownership.* The Developer will transfer and convey to the District or the Town, those portions of the Transmission Upgrades and Collection System, respectively, for which the District and the Town have agreed to accept ownership. Transmission Upgrades conveyed to the District shall thereafter remain the sole, complete and exclusive ownership of the District, its successors and assigns. The Developer will ensure that the District also receives an access and maintenance easement for the Collection System.

5.2 Conveyance.

a. Upon completion and acceptance of the Transmission Upgrades, the Developer shall, at no cost to the District, convey to the District, its successors or assigns, all of the right, title and interest of the Developer in and to such Transmission Upgrades pursuant to this Agreement free and clear of all liens and encumbrances.

b. The Developer shall deliver to the District a No Lien Affidavit and Waiver and Release of Lien from all contractors, subcontractors and suppliers of materials or labor in connection with the Transmission Upgrades being conveyed to the District.

c. The Developer or its contractor shall deliver to the District a warranty on a form provided by and approved by the District warranting all Transmission Upgrades conveyed to the District in accordance with this Agreement.

6. Warranties. The Developer or its contractor shall warrant that all Transmission Upgrades conveyed to the District shall be free from defects in materials and workmanship. Said warranty shall remain in full force and effect for a period of one year from the date of final acceptance of such Transmission Upgrades by the District, at the end of which time the warranties

shall expire and be of no further force or effect. In the event it becomes necessary to repair and/or replace any of such Transmission Upgrades during the initial one-year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one year from the date of final acceptance by the District of those repairs and/or replacements. The form of warranty or guarantee shall be in a form acceptable to the District.

7. Exclusive Provider. The Developer agrees that it shall not engage in the business or businesses of providing Utility Services to the Property during the period of time the District provides Utility Services to the Property on either a wholesale or retail basis, it being the intention of the parties hereto that the District shall have the sole and exclusive right and privilege to provide Utility Services to the Property on either a wholesale or retail basis. Notwithstanding the foregoing, if at any time the District defaults on its obligation to provide sufficient Utility Services to the Property, the Developer, in addition to such other remedies and actions as may be available to it, shall have the right, after providing notice to the District at least sixty (60) days in advance, temporarily to secure the Utility Services from other sources; provided, however, that Developer shall again obtain such Utility Services from the District after the District provides Utility Services to the Property.

8. Force Majeure. In the event that the performance of this is prevented or interrupted by reason of Force Majeure, then the party suffering the Force Majeure event shall be excused from such performance for such period as may be reasonably required to overcome the cause of the delay. For purposes of this Agreement, the term "Force Majeure" shall mean and refer to acts of God or of the public enemy; strikes; war; national emergency; declarations of emergency; governmental restrictions upon the use or availability of labor or materials; rationing; epidemics; civil insurrection, riot, racial or civil rights disorder or demonstration; embargo; flood; tidal wave; fire; explosion; bomb detonation; nuclear fallout; windstorm; hurricane; earthquake; sinkhole or other casualty or disaster or catastrophe; failure to obtain necessary materials, supplies, labor, permits, or governmental approvals due to unforeseeable governmental rules, acts, orders, restrictions, regulations or requirements; or any judgment or restraining order or injunction of any court.

9. Indemnification. The Developer agrees to indemnify and hold the Interested Parties harmless from all damages, liability, cost and expenses, including reasonable attorney's fees, arising out of acts or omissions relating to this Agreement or any breach hereof to the extent caused in whole or in part by the Developer, its officers, agents, contractors (including sub-contractors at any level) and employees.

10. Assignment. The Developer may not assign its rights, duties or obligations under this Agreement without the express written consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Developer may, without obtaining the District's consent, assign its rights, duties or obligations under this Agreement to an affiliate of the Developer who acquires or has acquired the Property and to any other successor owner of the Property. Provided that the Transmission Upgrades have been completed and accepted by the District, the Developer shall be released from its other obligations under this Agreement to the extent such obligations are assumed in writing by its assignee.

11. Default. In the event of a default of this Agreement by a party, the non-defaulting party shall have all rights and remedies available to such party in law or in equity, including, but not limited to, the right of specific performance. A Party shall not be deemed to be in default of this Agreement except as follows:

11.1 The Party fails to pay, within fifteen (15) days after receipt of notice thereof from the other Party, any sums, fees, charges, costs or expenses which are payable under this Agreement; or

11.2 The Party fails to perform any of its other obligations under this Agreement, within thirty (30) days after receipt of notice thereof from the other Party, provided that, if the Party's failure cannot reasonably be remedied within thirty (30) days, then it shall be permitted reasonable additional time to remedy the default for as long as the such Party exercises reasonable diligence.

The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

12. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand-delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the U.S. mail, postage prepaid, certified mail, return-receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

District: Mr. Bud Beucher
Central Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801

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

and: Kevin Stone
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757
kevin@stoneandgerken.com

Developer: Jeff Reader & Dean Barberree

HR Lake Hills, LLC CO
Reader & Partners, LLC
5850 T.G. Lee Boulevard Suite 200
Orlando, FL 32822
jeff@readercommunities.com
dean@readercommunities.com

With copies to: Mark Watts
Cobb Cole
231 North Woodland Boulevard
DeLand, FL 32720
Mark.watts@cobbcole.com

13. Binding Effect. All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns.

14. Miscellaneous Provision.

14.1 This Agreement and the Provisions contained herein shall be construed, controlled, and interpreted according to the laws of the state of Florida. The sole venue for any action arising out of this agreement shall be the circuit or county court in and for Lake County, Florida.

14.2 This Agreement constitutes the entire agreement between the parties for all matters contained herein and shall supersede all previous agreements or representations either oral or in writing with respect to all matters contained herein.

14.3 This Agreement or a memorandum thereof shall be recorded in the Public Records of Lake County, Florida, to put all parties on record as to the obligations of the Developer and its successors and assigns as contained herein.

14.4 In the event of any litigation arising from this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs through and including any appeal.

14.5 Except to the extent this Agreement expressly provides otherwise, the District shall exercise its rights to approve, consent, or exercise other discretion reasonably. Without limiting the foregoing, the District shall not unreasonably withhold, condition, or delay any consent, approval, or other exercise of discretion under this Agreement, except as this Agreement expressly provides otherwise.

14.6 The District warrants and represents that this Agreement does not violate any law, regulation, statute, ordinance, or other governmental requirement in effect as of the date of this Agreement and applicable to the District. The District shall employ its best efforts to obtain all governmental approvals and consents that may be required in order for the District to perform its obligations and covenants under this Agreement.

14.7 This Agreement may be executed in one or more counterparts, each of which upon delivery shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signatures on following page]

NOT RELEASED

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

DISTRICT:

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

By: _____

Print Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 2025, by
_____, as the Chairman of CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT, a Florida local unit of government, on its behalf. He/she is ☐
personally known to me or ☐ has produced _____ as identification.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed, or stamped)

DEVELOPER:

Witnesses:

HR LAKE HILLS, LLC,
a Delaware limited liability company

Kimberly Locher
Printed Name: KIMBERLY LOCHER
Address: 5850 T.G. LEE BLVD #200
Orlando FL 32822

By: RP Investors Lake Hills, LLC,
a Florida limited liability company, Its Sole
Managing Member

By: Reader & Partners, LLC,
a Florida limited liability company, Its Sole
Manager

Marlene Demarco
Printed Name: MARLENE DEMARCO
Address: 5850 T.G. Lee
Orlando, FL 32822

By: [Signature]
Dean Barberree, President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 13th day of May, 2025, by
Dean Barberree as President of READER & PARTNERS, LLC, a Florida limited
liability company, on behalf of the company, who is ☒ personally known to me or ☐ has produced
as identification.

(SEAL)

Marlene Demarco
Signature of Notary Public

MARLENE DEMARCO
Name of Notary Public
(Typed, Printed, or stamped)



EXHIBIT "A"

legal description of Property

DESCRIPTION: (As per Title Commitment 11166639 issued by Fidelity National Title Insurance Company bearing an effective date of May 24, 2023, at 8:00 AM with Revision 1 dated June 6, 2023)

PARCEL 1:

GOVERNMENT LOTS 2, 4, 5, 6, 7, 8 AND 9, LYING NORTH OF HIGHWAY 48 AND THE WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN AT SOUTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN NORTH $00^{\circ}04'21''$ EAST 1314.20 FEET, MORE OR LESS, TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A"; RETURN TO THE POINT OF BEGINNING AND RUN SOUTH $89^{\circ}35'28''$ WEST ALONG THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23 A DISTANCE OF 1100.00 FEET; THENCE NORTH $00^{\circ}27'54''$ EAST 1484.76 FEET, MORE OR LESS, TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO POINT "A".

LESS any portion conveyed in those certain deeds recorded in Official Records Book 6019, Page 212 and Official Records Book 6068, Page 2222.

LESS AND EXCEPT COMMERCIAL 1

A PORTION OF GOVERNMENT LOTS 2, 8, AND 9 LYING WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND PROCEED N $00^{\circ}53'14''$ E, ALONG THE WEST BOUNDARY OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 23, A DISTANCE OF 1171.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5679.58 FEET AND A CHORD BEARING AND DISTANCE OF S $69^{\circ}35'43''$ E, A DISTANCE OF 1186.12 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1188.29 FEET; THENCE S $75^{\circ}35'20''$ E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1460.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF S $72^{\circ}35'58''$ E, A DISTANCE OF 223.25 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 223.33 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, N $15^{\circ}36'38''$ E, A DISTANCE OF 52.62 FEET; THENCE N $75^{\circ}08'12''$ E, A DISTANCE OF 258.80 FEET TO THE POINT OF BEGINNING; THENCE N $15^{\circ}36'16''$ E, A DISTANCE OF 306.32 FEET; THENCE N $60^{\circ}15'03''$ E, A DISTANCE OF 218.37 FEET; THENCE N $46^{\circ}59'01''$ E, A DISTANCE OF

705.92 FEET; THENCE S 43°00'59" E, A DISTANCE OF 404.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF S 27°52'48" E, A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 52.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING AND DISTANCE OF S 27°52'48" E, A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 63.40 FEET; THENCE S 43°00'59" E, A DISTANCE OF 125.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE S 46°59'01" W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 650.20 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE S 75°06'54" W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 210.88; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, N 41°20'52" W, A DISTANCE OF 270.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 133.42 FEET AND A CHORD BEARING AND DISTANCE OF S 62°15'27" W, A DISTANCE OF 62.77 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.36 FEET; THENCE S 75°51'45" W, A DISTANCE OF 298.03 FEET; THENCE S 75°08'12" W, A DISTANCE OF 229.89 FEET; THENCE S 15°36'38" W, A DISTANCE OF 28.52 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 AND A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF N 69°15'12" W, A DISTANCE OF 50.20 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 50.20 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 630854 SQUARE FEET OR 14.48 ACRES MORE OR LESS.

LESS AND EXCEPT COMMERCIAL 2

A PORTION OF GOVERNMENT LOT 9 LYING WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND PROCEED N 00°53'14" E, ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1171.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5679.58 FEET AND A CHORD BEARING AND DISTANCE OF S 69°35'43" E, A DISTANCE OF 1186.12 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1188.29 FEET; THENCE S 75°35'20" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1460.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF S 68°56'00" E, A DISTANCE OF 521.94 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 523.03 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE N

75°06'54" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 742.75 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE N 46°59'01" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1328.28 TO THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, N 89°48'40" W, A DISTANCE OF 738.20; THENCE S 46°59'01" W, A DISTANCE OF 50.00 FEET; THENCE S 43°00'59" E, A DISTANCE OF 269.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF S 58°09'10" E, A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING AND DISTANCE OF S 58°09'10" E, A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; THENCE S 43°00'59" E, A DISTANCE OF 125.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT OF WAY OF STATE ROAD 19; THENCE N 46°59'01" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 558.08 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 155,772 SQUARE FEET OR 3.58 ACRES MORE OR LESS.

LESS AND EXCEPT ACCESS EASEMENT

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 SECTION 23-20-25; THENCE SOUTH 00°28'42" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 25, A DISTANCE OF 765.11 FEET TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 19; THENCE SOUTH 46°59'01" WEST ALONG THE NORTHERLY RIGHT OF WAY, A DISTANCE OF 1,350.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 46°59'01" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 43°00'59" WEST, A DISTANCE OF 125.00 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET AND A CHORD WHICH BEARS NORTH 27°52'48" WEST, A DISTANCE 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 100.00 FEET AND A CHORD WHICH BEARS NORTH 27°52'48" WEST, AND A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET; THENCE NORTH 43°00'59" WEST, A DISTANCE OF 404.25 FEET; THENCE NORTH 46°59'01" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 43°00'59" EAST, A DISTANCE OF 404.25 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND A CHORD WHICH BEARS SOUTH 58°09'10" EAST, A DISTANCE 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 120.00 FEET AND A CHORD WHICH BEARS SOUTH 58°09'10" EAST, AND A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; THENCE SOUTH 43°00'59" EAST, A DISTANCE OF 125.00 FEE; TO THE POINT OF BEGINNING.

CONTAINING 49,343.34 SQUARE FEET OR 1.13 ACRES, MORE OR LESS.

PARCEL 2:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH $89^{\circ}09'42''$ WEST ALONG THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ A DISTANCE OF 330 FEET; THENCE SOUTH $81^{\circ}15'42''$ WEST TO THE EAST LINE OF TRACT "I", OF DRAKE POINT PARK REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 63, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE SOUTH $81^{\circ}15'42''$ WEST TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48 TO THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 22; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ TO THE POINT OF BEGINNING.

PARCEL 3:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH $89^{\circ}09'42''$ WEST ALONG THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ A DISTANCE OF 330 FEET; THENCE NORTH $00^{\circ}15'45''$ WEST 210 FEET; THENCE NORTH $38^{\circ}44'24''$ EAST 583.17 FEET FOR THE POINT OF BEGINNING; THENCE NORTH $89^{\circ}10'02''$ EAST 1177 FEET TO THE WATERS OF LAKE HARRIS; THENCE SOUTHEASTERLY ALONG SAID WATERS OF LAKE HARRIS TO A POINT ON THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ TO THE SOUTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ TO THE SOUTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 23, SAID POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN SOUTH $38^{\circ}44'24''$ WEST TO A POINT ON THE WEST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 23; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST $\frac{1}{4}$ TO POINT "A". LESS AND EXCEPT THAT PORTION DESCRIBED IN THAT CERTAIN CORRECTIVE WARRANTY DEED RECORDED IN BOOK 4103, PAGE 313, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 4:

THAT PART OF THE N.W. $\frac{1}{4}$ OF THE S.E. $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT (NO NUMBER) AT THE SOUTHEAST CORNER OF THE N.W. $\frac{1}{4}$ OF THE S.E. $\frac{1}{4}$ OF SAID SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, AND RUN N. $00^{\circ}04'21''$ E ALONG THE EAST LINE OF THE N.W. $\frac{1}{4}$ OF THE S.E. $\frac{1}{4}$ A DISTANCE OF 1202.20 FEET TO AN IRON PIN LABELED L.B. 707; THENCE CONTINUE N. $00^{\circ}04'21''$ E ALONG THE EAST LINE OF THE N.W. $\frac{1}{4}$ OF THE S.E. $\frac{1}{4}$ A DISTANCE OF 112 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN S. $89^{\circ}35'28''$ W. ALONG THE SOUTH LINE OF THE N.W. $\frac{1}{4}$ OF THE S.E. $\frac{1}{4}$ OF SAID SECTION 23 A DISTANCE OF 1100.00 FEET TO AN IRON PIN LABELED L.B. 707; THENCE N. $00^{\circ}27'54''$ E. 1451.76 FEET TO AN IRON ROD PIN LABELED L.B. 707; THENCE CONTINUE N $00^{\circ}27'54''$ E, 33 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS;

THENCE EASTERLY ALONG AND WITH SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND; THE NORTH 50 FEET OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA LYING WEST OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 19, AND AN EASEMENT FOR INGRESS AND EGRESS LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN AT THE SOUTHEAST CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA AND RUN S.00°04'21"W, ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23 A DISTANCE OF 50.00 FEET TO A POINT AT THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET AND A RADIAL BEARING OF S.00°02'52"W.; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°35'47" AN ARC LENGTH OF 49.91 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°35'47" AN ARC LENGTH OF 49.91 FEET TO THE END OF SAID CURVE; THENCE S.89°35'28" W., PARALLEL WITH THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF THE AFOREMENTIONED SECTION 23 A DISTANCE OF 1029.81 FEET; THENCE N.00°27'54"E., 1510 FEET, MORE OR LESS TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A"; RETURN TO THE POINT OF BEGINNING AND RUN N.00°04'21"E LONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF THE AFOREMENTIONED SECTION 23 A DISTANCE OF 25.00 FEET; THENCE S.89°35'28"W., PARALLEL WITH THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 1074.82 FEET; THENCE N.00°27'54"E., 1459 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE WESTERLY ALONG AND WITH SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

PARCEL 5:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 89°09'42" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE NORTH 00°15'45" WEST, 210 FEET; THENCE NORTH 38°44'24" EAST TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PORTION DESCRIBED IN THAT CERTAIN CORRECTIVE WARRANTY DEED RECORDED IN BOOK 4103, PAGE 313, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 6:

THAT PART OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT (NO NUMBER) AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE

COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, RUN S.89°52'11" W. ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 22, A DISTANCE OF 330.00 FEET TO AN IRON PIPE LABELED LB707; THENCE N.00°09'33"E., 210.05 FEET TO A CONCRETE MONUMENT LABELED LS1916; THENCE N.39°31'51" E., 583.79 FEET TO AN IRON PIN LABELED LB7514; THENCE N.89°52'31"E., 468.45 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN N.70°57'18"E., 519 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN N.89°52'31"E., 708.81 FEET TO AN IRON PIN LABELED LB7514; THENCE CONTINUE N.89°52'31"E., 30 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY WATERS EDGE OF LAKE HARRIS; THENCE NORTHWESTERLY ALONG AND WITH SAID SOUTHWESTERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

NOT RELEASED

EXHIBIT B- GENERAL DESCRIPTION OF WORK – COLLECTION SYSTEM

Construction of the wastewater collection system, including gravity lines, lift station and force main on the Property connecting to the point of connection where the scope of the transmission upgrade begins.

NOT RELEASED

EXHIBIT C – GENERAL DESCRIPTION OF WORK – TRANSMISSION UPGRADES

For purposes of this Agreement, the term "Off-Site Force Main" shall mean and refer to the off-site force main component of the Transmission Upgrades extending from the Point of Connection at the southeastern corner of CR 48 and San Luis Boulevard to the District's central treatment plant. Within twelve (12) months of the Effective Date, the Developer shall, using reasonable commercial efforts, obtain the following: all right-of-way or easements necessary for the Developer to construct the Transmission Upgrades outside of the Property in accordance with the Plans, subject to such terms and conditions as are reasonably acceptable to the Developer (Collectively the "Conditions") If any of the Conditions are not completed within twelve (12) months of the Effective Date, either the party may terminate this Agreement. Developer shall complete construction of the Off-Site Force Main within twenty-four (24) months of when the date the Conditions are completed, or the District may call upon the Developer's bond or performance guarantee to finalize construction of the Off-Site Force Main.

NOT RELEASED

EXHIBIT D PIONEERING TRANSMISSION UPGRADES

As part of the construction, the Developer agrees to upsize the Off-Site Force Main utilizing a pipe sized to provide Utility Services to the Property for the Project and sized for certain other properties and their projected flows as shown on Exhibit "D-1" Contributing Properties) attached hereto and incorporated herein (the "Off-Site Force Main Work"). Due to such upsizing, the District agrees to collect a proportionate share attributable to each Contributing Property other than the Property and Bishops Gate to reimburse the Developer for the construction costs (excluding design, permitting, or inspection costs) incurred by the Developer to complete the Off-Site Force Main Work. The reimbursement shall be due to the Developer in accordance with Section 4.2 of the Agreement. The reimbursement to the Developer for the Off-Site Force Main Work shall be based on the percentage of capacity reserved by each of the Contributing Properties. The District shall collect the cost of such reimbursement directly from the owners or developers of the Contributing Properties as a condition of their capacity reservations. Upon receipt, the collected amounts shall be paid over to Developer. The total reimbursement to the Developer for the Off-Site Force Main Work from any Contributing Property shall not exceed such Contributing Property's proportionate responsibility for the construction costs versus the other Contributing Properties, plus interest based on the lesser of the consumer price index or the documented cost of Developer's construction loan funding. For informational purposes only, it is acknowledged that each Contributing Property's share of the construction cost of the Off-Site Force Main as provided herein was calculated based on projected flows from the Contributing Properties excluding the Property and the Bishops Gate property for which costs the Developer is responsible. Additionally the Developer has agreed to secure reimbursement for the force main allocation of the Lake Hills Commercial (Publix) per a separate agreement. It is further acknowledged and agreed by the parties that nothing in this Agreement is intended to require the Developer to be responsible for providing any additional facilities (such as lateral lines or pumping stations), or property interests (such as easements), that may be required in order for any of the properties shown on Exhibit "B," other than the Property, to connect to the upsized Off-Site Force Main. If a request is received for use of the force main to serve a project or property other than the Contributing Properties (including a request to serve a project of greater intensity or size on land contemplated as a Contributing Property), the Developer and District may amend this Agreement to provide for additional upsizing and to amend Exhibit "D-1" to modify the list of Contributing Properties. The District may refuse connection of any project to the force main which is not identified as a Contributing Property.

Developers of a development north and west of, and not contiguous to, the Project which has been referred to as "Drake Point" have discussed but not finalized an arrangement to purchase additional wastewater capacity through the use of the Off-Site Force Main and becoming a Contributing Property. If requested by the District once an agreement to purchase additional wastewater capacity is entered into between the District and the developer of Drake Point, Developer will agree to enter into an amendment to this Exhibit D and attached Exhibit D-1 to include Drake Point as a Contributing Property consistent with Exhibit D-1 Schedule A or, in the alternative, Developer and the developers of the Drake Point property may enter into a separate agreement to address the Drake Point project's contribution to the Off-Site Force Main. If such an agreement is entered

into, Developer will notify the District that a separate agreement was finalized, reflecting Exhibit D-1 Schedule A that shows the Percentage Allocations of the additional capacity compared to the baseline Contributing Parties to reflect the contribution from the Drake Point project and the definition of the peak flow factor and the force main feet per second capacity for the Drake Point, and Drake Point will not be required to be added to Exhibit D-1 as a baseline Contributing Party. Notwithstanding anything else herein, this Agreement does not obligate the District to enter into an agreement with Drake Point or accept flows from Drake Point through the Off-Site Force Main without such an agreement.

NOT RELEASED

EXHIBIT D-1 CONTRIBUTING PROPERTIES*Properties that are the basis of the baseline upsizing calculation for the Off-Site Force Main**(Point of Connection to WWTP)*

<u>Name of Property</u>	<u>Alt Key Numbers</u>	<u>Projected FM Design Flow</u>	<u>Percentage Allocation</u>
LAKE HARRIS (ORLANDO) ASLI VII OWNER #1 LLC Et Al; (The Property - Lake Hills Residential)	3815447; 2923954; 1780438; 2923946; 3881538; 1801770	571 ERUs x 150 gpd = 85,650 gpd (Active Adult GPD)	31.4%
PUBLIX SUPER MARKETS INC (Lake Hills Commercial)	3954259; 3954260; 3954261	28 TOTAL ERC x 300 gpd = 8,400 gpd	3.1%
SCHOOL BOARD OF LAKE COUNTY (Lake Hills Civic)	3936592	Elementary School (Approx Student Pop 235 x .025 ERU) 6 x 250gpd = 1,500 gpd	0.5%
PRESBYTERIAN RETIREMENT COMMUNITIES, INC	1780446	300 Continuing Care Retirement Facility Units (Multi-Family) x 250 gpd = 75,000 gpd	27.5%
BISHOPS GATE PROPERTY COMPANY LLC	2923911 (+ All Lot Parcels)	210 ERUs x 250 gpd = 52,500 gpd	19.2%
THOMPSON PATRICIA BOUIS ET AL	3692756; 1301912; 1209081	200 ERUs x 250 gpd = 50,000 gpd	18.3%
Totals		273,050 gpd	100%

EXHIBIT D-1 Schedule A - Drake Point Upsize Allocation

Basis for upsize Off-Site Force Main for Drake Point versus baseline allocation and definition of peak flow factor and feet per second capacity

(Point of Connection to WWTP)

PROJECT	DESIGN FLOW	PEAK FLOW (ADF X PEAK FACTOR)		% OF FORCE MAIN CAPACITY
	GPD	GPD	GPM	@ 8 FT/S
LAKE HILLS RESIDENTIAL BASELINE CONTRIBUTING PROPERTIES CAPACITY AGREEMENT WITH CDD	273,050	819,150	569.00	45.41%
DRAKE POINT (500 ERU's @250 GPD)	125,000	375,000	260.00	20.75%
FUTURE CAPACITY (above Baseline Contribution Properties and Drake Point)	203,520	610,560	424.00	33.84%
TOTAL	601,570	1,804,710	1,253	100%

PEAK FLOW FACTOR
FM CAPACITY - 8 FT/S = $\frac{3}{1253}$ GPM

ADDENDUM 1 – SCHEDULE OF CIAC PAYMENT

The Project is a three-phased development.

For the first phase of the Project, the CIAC shall be paid by the developer at the time of building permits for the first 20 lots. Thereafter the CIAC will be paid in blocks of 50.

For the second and third phases of the Project, the CIAC shall be paid upon sale of raw land to a third party. In the event Developer chooses to develop either or both of the second or third phases itself or with a joint venture partner (regardless of form or structure), then payment of the CIAC for the full phase shall be paid at the time of the first building permit for such phase.

If a community development district is formed in or for the Project, then the obligation to pay all CIAC shall be accelerated and due immediately if the district closes on the issuance of any debt before the date that the CIAC would otherwise become due.

NOT RELEASED

EXHIBIT E FORM OF
Certificate of Wastewater Treatment Availability

[following pages]

NOT RELEASED

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT
CERTIFICATE OF WASTEWATER TREATMENT AVAILABILITY
ISSUED TO
HR LAKE HILLS FOR LAKE HILLS RESIDENTIAL
DATED MAY ____, 2025**

This Certificate of Wastewater Treatment Availability ("Certificate") is issued by the **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT** ("CDD") to **HR LAKE HILLS, LLC** ("Developer") pursuant to that certain Amended and Restated Wholesale Wastewater Treatment Agreement dated February 1, 2025 (the "Wholesale Agreement") and the Wastewater Capacity Commitment and Service Agreement dated March ____, 2025 (the "Reservation Agreement").

- Lake County Property Appraiser Parcel Number ID#'s: 222025000400001000;
232025000400000200; 232025000400001000; 232025000200000600;
222025000100001400; 232025000200001100
- Project Name: Lake Hills Residential
- Developer Contact Information:

Dean Barberree
HR Lake Hills, LLC – Co Reader & Partners, LLC its manager
5850 T.G. Lee Boulevard, Suite 200
Orlando, FL 32822
407-856-4899
dean@readercommunities.com
- This project does not require contribution for cost-sharing of previously constructed upgrades in accordance with the Reservation Agreement.
- This project does require construction of upgrades in accordance with the Reservation Agreement.

The Developer has approached the CDD. The CDD has set aside and encumbered treatment and disposal capacity in the CDD's wastewater system for the development contemplated by the Developer provided that the flows at the point of connection shall not exceed 142,750 gallons average daily flow (GPD).

- The CDD has determined that service to the development proposed by the Developer is technically and economically feasible.
- The Developer has executed the Reservation Agreement.

- Contributions in aid of Construction shall be paid based on a calculation that the project proposed by the Developer will require up to 571 ERUs of wastewater capacity. In accordance with the Reservation Agreement, Contributions in aid of Construction will be paid in accordance with the schedule outlined in Addendum 1 of the Reservation Agreement, based on a calculation that the project proposed by the Developer will require up to 571 ERUs of wastewater capacity.]
- The Developer has agreed to installation and upsizing of Force Main facilities and has agreed to undertake the same pursuant to the Reservation Agreement.
- Wastewater treatment and disposal service will be available concurrent with the new development.

This Certificate is intended to satisfy the requirement as set forth in Section 3.4 of the Wholesale Agreement and may be relied upon by the Town of Howey in the Hills for the purposes thereof provided, however, that the obligation of the CDD to provide service to the project proposed by the Developer is contingent upon the performance of the Developer and its successors and assigns of the Reservation Agreement and the satisfaction of all other conditions precedent to the CDD's obligations. The capacity reservation described in this Certificate is subject to the terms of the Wholesale Agreement and Reservation Agreement and may be subject to expiration, termination, or repurchase by the CDD in the event that it is not used in connection with the proposed development.

CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT

BY:
CHAIRMAN / DISTRICT MANAGER

SECTION B

April 16, 2025

Central Lake Community Development District
Board of Supervisors

We are pleased to confirm our understanding of the services we are to provide Central Lake Community Development District, ("the District") for the fiscal year ended September 30, 2024 and with an option for four (4) additional annual renewals for fiscal years ended 2025, 2026, 2027 and 2028.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund (general fund, debt service fund, capital projects fund), and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the years ended September 30, 2024, 2025, 2026, 2027 and 2028. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis
2. Budgetary comparison schedule

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. 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, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of Central Lake Community Development District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making information available for the drafting of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that 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 of each opinion unit taken as a whole.

You are responsible for 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 government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DiBartolomeo, McBee, Hartley & Barnes, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis. Provided that such information and any necessary feedback is provided on a timely basis, we will submit a preliminary draft audit report for your review no later than May 15 following the fiscal year for which the audit is conducted, and will submit a final audit report for your review no later than June 15 following the fiscal year for which the audit is conducted.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jim Hartley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fees for these services are not to exceed \$3,200 for the year ending 2024, \$3,350 for year ending 2025, \$3,500 for year ending 2026, \$3,700 for year ending 2027 and \$3,900 for the year ending, 2028, respectively. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary or if additional Bonds are issued, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Either party may unilaterally terminate this agreement, with or without cause, upon thirty (30) days written notice. Upon any termination of this Agreement, the District will pay all invoices for services rendered prior to the date of the notice of termination but subject to any offsets that the District may have. Pursuant to Section 218.391, Florida Statutes, all invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this engagement.

We shall take all necessary steps to ensure that the audit is completed in a timely fashion so that the financial reports and audits may be approved by the District's Board of Supervisors within 180 days after the end of the fiscal year under review.

We agree and understand that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agree to cooperate with public record requests made there under. In connection with this Agreement, we agree to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, we will:

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

- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records 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.
- e. If auditor has questions regarding the application of Chapter 119, Florida statutes, to its duty to provide public records relating to this agreement, contact the public records custodian at: c/o Governmental Management Services – Central Florida LLC, 219 East Livingston Street, Orlando, Florida 32801, or recordrequest@gmscfl.com, phone: (407) 841-5524.

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 Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Central Lake Community Development District and believe this letter accurately summarizes the terms of our engagement, and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between DiBartolomeo, McBee, Hartley & Barnes and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.

RESPONSE:

This letter correctly sets forth the understanding of Central Lake Community Development District.

Signature: 

Title: District Manager

Date: 4/17/25

SECTION VIII

SECTION A

WASTEWATER CAPACITY COMMITMENT AND SERVICE AGREEMENT LAKE HILLS PUBLIX

This **WASTEWATER CAPACITY COMMITMENT AND SERVICE AGREEMENT** (the “Agreement” or “Reservation Agreement”) is entered into this ____ day of _____, 2025 (the “Effective Date”), by and between Publix Super Markets, Inc., a Florida corporation, whose address is 3300 Publix Corporate Parkway, Lakeland, Florida 33811 (the “Developer”), and Central Lake Community Development District, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, whose address is 10400 CR 48 Howey-the-Hills, FL 34737 (the “District”).

SCHEDULE OF ADDENDA AND EXHIBITS

Addendum 1: Schedule of CIAC

Exhibit A: Legal Description of the Property

Exhibit B: Site Plan

Exhibit C: General Description of the On-Site System

Exhibit D: Internal Capacity Allocation

Exhibit E: Form of Certificate of Wastewater Treatment Availability

RECITALS

A. **WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners of Lake County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and is validly existing under the Constitution and laws of the State of Florida for the purpose of constructing, operating, and maintaining certain wastewater and water (potable and non-potable) infrastructure improvements within and without its boundaries.

B. **WHEREAS**, the District leases and operates a wastewater treatment and disposal system located in unincorporated Lake County, Florida pursuant to its authority granted by Chapter 190, F.S.

C. **WHEREAS**, the Developer is, or is authorized to enter into this Agreement on behalf of, the owner of certain real property located in the Town of Howey-In-The-Hills (the “Town”) in Lake County, Florida, as more particularly described in **Exhibit “A”** attached hereto and made a part hereof by reference (the “Property”).

D. **WHEREAS**, The Property has obtained or applied for zoning and other approvals from the Town for the development of an approximately 97,550 square foot shopping center (collectively, the “Project”) which in aggregate will equal/require no more than 17,383 gallons average daily flow (GPD) (the “Wastewater Service Capacity”) and which has been determined to involve seventy (70) Equivalent Residential Units (“ERUs”). The Developer intends to develop

the Property in a manner consistent with the approved Project and to allocate capacity to the users in the Project in accordance with the Internal Capacity Allocation attached hereto as **Exhibit “D”**.

E. **WHEREAS**, Developer desires that the District provide treatment and disposal services with respect to wastewater generated at the Property for the Project and collected by the Town (the "Utility Services").

F. **WHEREAS**, the District and the Town have entered into an Amended and Restated Wholesale Agreement dated February 1, 2025 (the "Wholesale Agreement") for an area including the Property under which the District provides wastewater treatment and disposal capacity to the Town on a wholesale basis.

G. **WHEREAS**, under the terms of the Wholesale Agreement, the District will collect and retain the contribution in aid of construction (“CIAC”) payment for the wastewater treatment and disposal capacity directly from the Developer as a condition to the Project’s receipt of retail wastewater treatment service from the Town.

H. **WHEREAS**, the District and Developer further acknowledge and agree that the Developer and the Town may enter into a developer agreement in order to address further relevant terms and conditions of wastewater service and delivery by the Town to the Developer's Property, including technical and operation and maintenance requirements, point of connection, delivery pressures, peak flows, usage, consistency of wastewater, user charges/rates, reservation and maintenance fees and the estimated capacity delivery date.

I. **WHEREAS**, the District is willing to commit to provide Utility Services in accordance with the conditions and provisions of this Agreement.

J. **WHEREAS**, the District and HR Lake Hills, LLC (“Reader”) have entered into a Wastewater Capacity Commitment and Service Agreement (the “Reader Service Agreement”) in connection with the development of a residential community to be constructed on certain real property owned by Reader and located immediately adjacent to the Property (the “Reader Property”), as depicted in the Site Plan attached hereto as **Exhibit “B”** (the “Site Plan”).

K. **WHEREAS**, pursuant to the Reader Service Agreement, Reader, at its sole cost and expense, shall design, permit, construct, install and/or upgrade all on- and off-site wastewater system improvements, which may include but are not limited to, a force main(s), lift station(s), sewage pumping station(s), gravity sewer mains, manholes, laterals, and other required improvements and appurtenances to provide, together with the Town’s existing facilities as the same is being upgraded by Reader to accommodate the Project’s requirements, a complete collection and transmission system (the "Collection System") from the boundary line of the Property to a connection to the District's wastewater system at the Point of Connection as defined in Section 2.3; upon completion, the Collection System shall be owned, operated, and maintained by the Town.

L. **WHEREAS**, pursuant to the Reader Service Agreement, Reader, at its sole cost and expense, shall design, permit, construct and install wastewater system improvements as are necessary for transmission of wastewater anticipated to be generated by the Project from the Point

of Connection to the District's wastewater treatment plant (the "Transmission Upgrades") and upon completion, the Transmission Upgrades shall be owned, operated, and maintained by the District.

M. **WHEREAS**, Developer, at its sole cost and expense, shall design, permit, construct, install and/or upgrade all on-site wastewater system improvements, which may include but are not limited to, gravity sewer mains, manholes, laterals, and other required improvements and appurtenances to connect to the Collection System at the boundary line of the Property (the "On-Site System"); upon completion, the On-Site System shall be perpetually owned, operated, and maintained by the Developer, its successors and assigns. A general description of the On-Site System is attached hereto as **Exhibit "C"**.

N. **WHEREAS**, at this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and District hereby covenant and agree as follows:

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

2. District Obligations.

2.1 The District covenants and agrees that it will provide Utility Services to the Property and the Project, and that wastewater sufficient capacity is hereby reserved by the District to serve seventy (70) ERUs for the Project.

2.2 The District covenants and agrees that it will provide Wastewater Service Capacity to the Property and the Project through connection with the Town's wastewater collection system, and that wastewater capacity is hereby reserved in quantities sufficient for the Project (in reliance on descriptions and information provided by the Reader and Developer), subject to the terms of this Agreement.

2.3 The District covenants and agrees that they will allow the Developer to connect the Collection System to the central facilities of the District at the Point of Connection, in accordance with the terms and intent of this Agreement upon:

a. Reader's and the Developer's completion of the final design and permitting by all applicable governmental agencies having jurisdiction of the necessary wastewater facilities required to provide Utility Services to the Property for the Project;

b. the designation by mutual agreement of Reader, the Developer, the District, and the Town, of the point at which the Collection System will be connected to the District's treatment and disposal system (the "Point of Connection"); The Point of Connection is to be located at the southeastern corner of CR 48 and San Luis Boulevard. For informational purposes, Developer notes that the connection between the On-Site System and the Collection System is expected to be at the boundary line between the Reader Property and the Property, as shown on the Site Plan.

c. the completion of construction and acceptance by the Town of the Collection System in accordance with plans and specifications approved by the Town and the District, at no expense to the District except as provided in the Reader Service Agreement;

d. the completion of construction and acceptance by the District of the Transmission Upgrades, at no expense to the District except as provided in the Reader Service Agreement;

e. The completion of construction and inspection and approval by the Town and all applicable governmental agencies having jurisdiction of the On-Site System, all at Developer's sole expense;

f. the inspection and approval by the District and all applicable governmental agencies having jurisdiction of the Transmission Upgrades during construction and the furnishing of a complete set of as-built plans in a form acceptable to the District for all such facilities constructed by Reader;

g. the issuance of the final letter of acceptance by the District (which the District will promptly issue upon Reader's and the Developer's satisfaction of the requirements prescribed in this Section 2.3), subject to the warranty and guarantee by either Reader, the Developer and/or Reader and its contractor(s) running in favor of District as required below; and

h. the compliance by the Developer with all of the other terms of this Agreement, including the payment of such fees and charges when due as set forth herein.

2.4 All connections to District's central wastewater facilities shall, at all times, be in accordance with rules, regulations and orders of the applicable governmental authorities and of the duly promulgated rules and specifications of the District. Rates and other terms and conditions for retail wastewater services are established pursuant to act of the Town Commission.

3. CIAC and RAM Fees.

3.1 The District has established a Contribution-In-Aid-of-Construction ("CIAC") fee generally designed to recover its capital investment in the treatment and disposal facilities which will be used in providing the Utility Services. The CIAC shall be paid in accordance with Addendum 1. Pursuant to the Wholesale Agreement, the CIAC is collected by the District as a condition to providing a Certificate of Wastewater Treatment Availability (the "Certificate"). The Certificate will be issued in the form attached hereto as **Exhibit "E"** upon execution of this Agreement and payment of the CIAC as set forth herein. Developer agrees to pay the CIAC fee for each ERU in the Project. The CIAC shall be paid in accordance with **Addendum 1** attached hereto and made a part hereof by reference. Any change in use of a portion of the Project that will require treatment capacity in excess of that set forth on Exhibit "D" shall require the issuance of a new Certificate subject to all of the conditions hereunder including availability of capacity and payment of CIAC in accordance with rates then in effect.

3.2 In addition to the charges set forth above, the Developer acknowledges that the District imposes a duly promulgated Reservation and Maintenance Fee ("RAM Fee") for each ERU that has reserved or purchased capacity but is not yet paying for Utility Services. The

Developer is paying RAM fees directly to the District in the amount of **\$1,690.50** contemporaneously with the execution and delivery of this Agreement and will hereafter continue payment of the RAM Fee for each ERU in accordance with the District's rate rule. It is anticipated that the Town will collect the RAM Fee on a monthly basis, but in the event that the Town fails or refuses to collect the RAM Fee, it shall be remitted by the Developer directly to the District.

3.3 The capacity reservation described herein is subject to repurchase by the District in accordance with the Wholesale Agreement if connection to the District system has not been made within three years of payment of the CIAC.

4. Developer Obligations.

4.1 *Design.* Pursuant to the terms and conditions of the Reader Service Agreement, Reader, at its sole cost and expense, is responsible for designing and preparing the plans and specifications for the Collection System and Transmission Upgrades and for obtaining all necessary and required permits from all regulatory agencies for such improvements. The Developer, at its sole cost and expense, shall be responsible for designing and preparing the plans and specifications for the On-Site System and for obtaining all necessary and required permits from all regulatory agencies for such permits. The Developer shall provide copies of such plans and specifications for the On-Site system to the District for its review prior to submittal of the same to any other governmental authority for its review and comment. The District shall have no obligation to review, approve, or comment on such plans.

4.2 *Construction; Cost-Sharing of Transmission Upgrades.* Pursuant to the terms and conditions of the Reader Service Agreement, Reader, at its sole cost and expense, shall complete construction of the Collection System and Transmission Upgrades, including without limitation all "upsizing" for the benefit of the Project. Any cost-sharing arrangement relating to the Collection System and Transmission Upgrades is between Reader and the Developer and the District shall have no obligation to collect or facilitate the collection of contributions from Developer to Reader or from Reader to Developer.

4.3 *Inspections.* The Developer, at its sole cost and expense, shall retain the services of a Florida registered professional engineer for the purposes of inspecting and supervising the construction and installation of the On-Site System to ensure compliance with accepted civil engineering practices and the approved plans and specifications. Prior to connection of the on-site system with the Collection System, the engineer shall certify in writing that the construction and installation of the On-Site System complies with the accepted civil engineering practices and is in substantial conformance with the approved plans and specifications. The District shall have the right but not the obligation to make inspections of all of the construction work performed by or for the Developer in connection with the On-Site System. Inspections by the District shall not be construed to constitute any guarantee by the District as to materials or workmanship, nor shall they relieve the Developer of the responsibility for the proper construction of said facilities in accordance with the requirements of this Agreement, nor shall the inspections, if undertaken, abrogate any warranties made by the Developer as to the quality and condition of the materials and workmanship. The District shall not delay the performance of work relating to the On-Site System nor cause any damage to the Property or improvements thereon. All inspections conducted by the District shall be at the District's sole risk and expense.

5. Ownership of System.

5.1 *Ownership.* The Developer will transfer and convey to the District or the Town, its interest (if any) in those portions of the Transmission Upgrades and Collection System, respectively, for which the District and the Town have agreed to accept ownership. Transmission Upgrades conveyed to the District shall thereafter remain the sole, complete and exclusive ownership of the District, its successors and assigns.

5.2 *Conveyance.* Upon completion and acceptance of the Transmission Upgrades, the Developer shall, at no cost to the District, convey to the District, its successors or assigns, all of the right, title and interest of the Developer in and to such Transmission Upgrades pursuant to this Agreement free and clear of all liens and encumbrances.

6. Exclusive Provider. The Developer agrees that it shall not engage in the business or businesses of providing Utility Services to the Property during the period of time the District provides Utility Services to the Property on either a wholesale or retail basis, it being the intention of the parties hereto that the District shall have the sole and exclusive right and privilege to provide Utility Services to the Property on either a wholesale or retail basis. Notwithstanding the foregoing, if at any time the District defaults on its obligation to provide sufficient Utility Services to the Property, the Developer, in addition to such other remedies and actions as may be available to it, shall have the right, after providing notice to the District at least sixty (60) days in advance, temporarily to secure the Utility Services from other sources; provided, however, that Developer shall again obtain such Utility Services from the District after the District provides Utility Services to the Property.

7. Force Majeure. In the event that the performance of this Agreement is prevented or interrupted by reason of Force Majeure, then the party suffering the Force Majeure event shall be excused from such performance for such period as may be reasonably required to overcome the cause of the delay. For purposes of this Agreement, the term "Force Majeure" shall mean and refer to acts of God or of the public enemy; strikes; war; national emergency; declarations of emergency, governmental restrictions upon the use or availability of labor or materials; rationing; epidemics; civil insurrection, riot, racial or civil rights disorder or demonstration; embargo; flood; tidal wave; fire; explosion; bomb detonation; nuclear fallout; windstorm; hurricane; earthquake; sinkhole or other casualty or disaster or catastrophe; failure to obtain necessary materials, supplies, labor, permits, or governmental approvals due to unforeseeable governmental rules, acts, orders, restrictions, regulations or requirements; or any judgment or restraining order or injunction of any court.

8. Indemnification. The Developer agrees to indemnify and hold the Interested Parties harmless from all damages, liability, cost and expenses, including reasonable attorney's fees, arising out of acts or omissions relating to this Agreement or any breach hereof to the extent caused in whole or in part by the Developer, its officers, agents, contractors (including sub-contractors at any level) and employees.

9. Assignment. The Developer may not assign its rights, duties or obligations under this Agreement without the express written consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Developer

may, without obtaining the District's consent, assign its rights, duties or obligations under this Agreement to an affiliate of the Developer who acquires or has acquired the Property and to any other successor owner of the Property. Provided that the Transmission Upgrades have been completed and accepted by the District, the Developer shall be released from its other obligations under this Agreement to the extent such obligations are assumed in writing by its assignee.

10. Default. In the event of a default of this Agreement by a party, the non-defaulting party shall have all rights and remedies available to such party in law or in equity, including, but not limited to, the right of specific performance. A Party shall not be deemed to be in default of this Agreement except as follows:

10.1 the Party fails to pay, within fifteen (15) days after receipt of notice thereof from the other Party, any sums, fees, charges, costs or expenses which are payable under this Agreement; or

10.2 the Party fails to perform any of its other obligations under this Agreement, within thirty (30) days after receipt of notice thereof from the other Party, provided that, if the Party's failure cannot reasonably be remedied within thirty (30) days, then it shall be permitted reasonable additional time to remedy the default for as long as the such Party exercises reasonable diligence.

The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

11. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand-delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the U.S. mail, postage prepaid, certified mail, return-receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

District: Mr. Bud Beucher
Central Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801

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

and: Kevin Stone

Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757
kevin@stoneandgerken.com

Developer: Publix Super Markets, Inc.
3300 Publix Corporate Parkway
Lakeland, Florida 33811
Attn: Anne Balderston
Anne.Balderston@publix.com

With copies to: Trenam Law
200 Central Avenue, Suite 1600
St. Petersburg, Florida 33701
Attn: C. Graham Carothers, Jr.
gcarothers@trenam.com

12. Binding Effect. All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns. However, this Agreement shall not be binding upon, nor constitute an encumbrance upon, the Property until such time as the Developer becomes the owner of the Property. Upon the Developer becoming the owner of the Property, all terms and provisions of this Agreement and all rights, privileges, benefits, and burdens created hereunder will be covenants running with the Property.

13. Miscellaneous Provision.

13.1 This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the state of Florida. The sole venue for any action arising out of this Agreement shall be the circuit or county court in and for Lake County, Florida.

13.2 This Agreement constitutes the entire agreement between the parties for all matters contained herein and shall supersede all previous agreements or representations either oral or in writing with respect to all matters contained herein.

13.3 Upon the Developer becoming the owner of the Property, this Agreement or a memorandum thereof shall be recorded in the Public Records of Lake County, Florida, to put all parties on record as to the obligations of the Developer and its successors and assigns as contained herein.

13.4 In the event of any litigation arising from this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs through and including any appeal.

13.5 Except to the extent this Agreement expressly provides otherwise, the District shall exercise its rights to approve, consent, or exercise other discretion reasonably. Without limiting the foregoing, the District shall not unreasonably withhold, condition, or delay

any consent, approval, or other exercise of discretion under this Agreement, except as this Agreement expressly provides otherwise.

13.6 The District warrants and represents that this Agreement does not violate any law, regulation, statute, ordinance, or other governmental requirement in effect as of the date of this Agreement and applicable to the District. The District shall employ its best efforts to obtain all governmental approvals and consents that may be required in order for the District to perform its obligations and covenants under this Agreement.

13.7 This Agreement may be executed in one or more counterparts, each of which upon delivery shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signatures on following page]

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

Witnesses:

DISTRICT:

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

Printed Name: _____
Address: _____

By: _____

Printed Name: _____
Address: _____

Print Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by [_____] as [_____] for Central Lake Community Development District, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, on behalf of the District.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed, or stamped)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

DEVELOPER:

Witnesses:

PUBLIX SUPER MARKETS, INC., a Florida corporation

Printed Name: _____
Address: 3300 Publix Corporate Parkway
Lakeland, FL 33811

By: _____
Bridgid A. O'Connor, as Vice President of
Real Estate Strategy

Printed Name: _____
Address: 3300 Publix Corporate Parkway
Lakeland, FL 33811

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by Bridgid A. O'Connor, as Vice President of Real Estate Strategy for Publix Super Markets, Inc., a Florida corporation, on behalf of the corporation.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed, or stamped)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

EXHIBIT "A"

Legal Description of Property

COMMERCIAL PARCEL 1: (FEE SIMPLE)

A TRACT OF LAND BEING PART OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF GOVERNMENT LOTS 2, 8, AND 9 LYING WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND PROCEED N 00°53'14" E, ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1171.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5679.58 FEET AND A CHORD BEARING AND DISTANCE OF S 69°35'43" E, A DISTANCE OF 1186.12 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1188.29 FEET; THENCE S 75°35'20" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1460.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF S 72°35'58" E, A DISTANCE OF 223.25 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 223.33 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, N 15°36'38" E, A DISTANCE OF 52.62 FEET; THENCE N 75°08'12" E, A DISTANCE OF 258.80 FEET TO THE POINT OF BEGINNING; THENCE N 15°36'16" E, A DISTANCE OF 306.32 FEET; THENCE N 60°15'03" E, A DISTANCE OF 218.37 FEET; THENCE N 46°59'01" E, A DISTANCE OF 705.92 FEET; THENCE S 43°00'59" E, A DISTANCE OF 404.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF S 27°52'48" E, A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 52.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING AND DISTANCE OF S 27°52'48" E, A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 63.40 FEET; THENCE S 43°00'59" E, A DISTANCE OF 125.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE S 46°59'01" W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 650.20 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE S 75°06'54" W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 210.88; THENCE LEAVING SAID

NORTHERLY RIGHT OF WAY LINE, N 41°20'52" W, A DISTANCE OF 270.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 133.42 FEET AND A CHORD BEARING AND DISTANCE OF S 62°15'27" W, A DISTANCE OF 62.77 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.36 FEET; THENCE S 75°51'45" W, A DISTANCE OF 298.35 FEET TO THE POINT OF BEGINNING.

COMMERCIAL PARCEL 2: (FEE SIMPLE)

A TRACT OF LAND BEING PART OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF GOVERNMENT LOT 9 LYING WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND PROCEED N 00°53'14" E, ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1171.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5679.58 FEET AND A CHORD BEARING AND DISTANCE OF S 69°35'43" E, A DISTANCE OF 1186.12 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1188.29 FEET; THENCE S 75°35'20" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1460.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF S 68°56'00" E, A DISTANCE OF 521.94 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 523.03 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE N 75°06'54" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 742.75 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 19; THENCE N 46°59'01" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1328.28 TO THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, N 89°48'40" W, A DISTANCE OF 738.20; THENCE S 46°59'01" W, A DISTANCE OF 50.00 FEET; THENCE S 43°00'59" E, A DISTANCE OF 269.49 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF S 58°09'10" E, A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING AND DISTANCE OF S 58°09'10" E, A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; THENCE S 43°00'59" E, A DISTANCE OF 125.00 FEET TO A POINT ON THE

AFOREMENTIONED WESTERLY RIGHT OF WAY OF STATE ROAD 19; THENCE N 46°59'01" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 558.08 FEET TO THE POINT OF BEGINNING.

ACCESS EASEMENT PARCEL: (FEE SIMPLE)

A TRACT OF LAND BEING PART OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 SECTION 23-20-25; THENCE SOUTH 00°28'42" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 25, A DISTANCE OF 765.11 FEET TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 19; THENCE SOUTH 46°59'01" WEST ALONG THE NORTHERLY RIGHT OF WAY, A DISTANCE OF 1,350.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 46°59'01" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 43°00'59" WEST, A DISTANCE OF 125.00 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET AND A CHORD WHICH BEARS NORTH 27°52'48" WEST, A DISTANCE 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 100.00 FEET AND A CHORD WHICH BEARS NORTH 27°52'48" WEST, AND A DISTANCE OF 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET; THENCE NORTH 43°00'59" WEST, A DISTANCE OF 404.25 FEET; THENCE NORTH 46°59'01" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 43°00'59" EAST, A DISTANCE OF 404.25 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND A CHORD WHICH BEARS SOUTH 58°09'10" EAST, A DISTANCE 52.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 52.84 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 120.00 FEET AND A CHORD WHICH BEARS SOUTH 58°09'10" EAST, AND A DISTANCE OF 62.67 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 63.40 FEET; THENCE SOUTH 43°00'59" EAST, A DISTANCE OF 125.00 FEE; TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCELS BEING A PORTION OF THE FOLLOWING DESCRIBED TRACTS OF LAND:

TRACT 1:

GOVERNMENT LOTS 2, 4, 5, 6, 7, 8 AND 9, LYING NORTH OF HIGHWAY 48 AND THE WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH,

RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGIN AT SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN NORTH 00°04'21" EAST 1314.20 FEET, MORE OR LESS, TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A"; RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 89°35'28" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 A DISTANCE OF 1100.00 FEET; THENCE NORTH 00°27'54" EAST 1484.76 FEET, MORE OR LESS, TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO POINT "A".

TRACT 2:

THAT PART OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT A CONCRETE MONUMENT (NO NUMBER) AT THE SOUTHEAST CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, AND RUN N.00°04'21"E ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 1202.20 FEET TO AN IRON PIN LABELED L.B. 707; THENCE CONTINUE N.00°04'21"E ALONG THE EAST LINE OF THE N.W. 1/4 OF THE S.E. 1/4 A DISTANCE OF 112 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN S.89°35'28"W, ALONG THE SOUTH LINE OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23 A DISTANCE OF 1100.00 FEET TO AN IRON,PIN LABELED L.B. 707; THENCE N.00°27'54"E. 1451.76 FEET TO AN IRON ROD PIN LABELED L.B. 707; THENCE CONTINUE N00°27'54"E, 33 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG AND WITH SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO INTERSECT THE AFOREMENTIONED POINT "A".

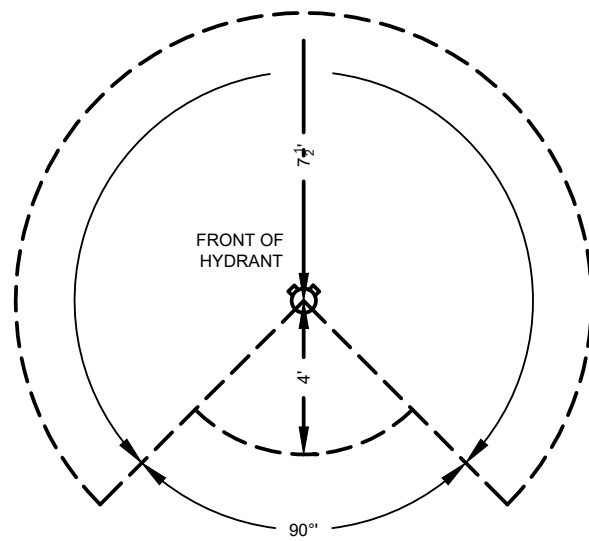
EXHIBIT “B”

Site Plan

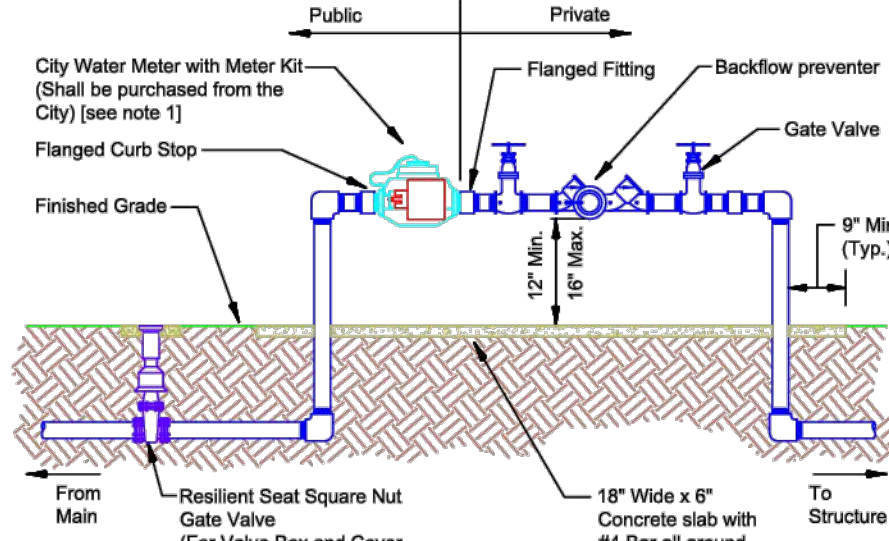
SANITARY STRUCTURE DATA	
NO.	STRUCTURE
SS1	RIM = 107.50' 48" SANITARY MANHOLE INV = 103.00' LAT1 INV = 102.90' SP1
SS2	RIM = 106.81' 48" SANITARY MANHOLE INV = 101.79' SP1 INV = 101.79' LAT2 INV = 101.69' SP2
SS3	RIM = 106.45' 48" SANITARY MANHOLE INV = 97.50' SP2 INV = 97.40' SP3
SS4	RIM = 105.02' 48" SANITARY MANHOLE INV = 100.99' L33 INV = 100.89' SP4
SS5	RIM = 105.89' 48" SANITARY MANHOLE INV = 100.37' SP4 INV = 100.37' L23 INV = 100.27' SP5
SS6	RIM = 105.08' 60" DROP MANHOLE INV = 98.39' SP5 INV = 98.45' SP3 INV = 92.45' SP6

PIPE DATA				
NAME	SIZE	MATERIAL	PIPE LENGTH	SLOPE
LAT1	8"	PVC	57'	0.88%
LAT2	8"	PVC	62'	0.34%
SP1	8"	PVC	277'	0.40%
SP2	8"	PVC	173'	2.43%
SP3	8"	PVC	238'	0.40%
SP4	8"	PVC	128'	0.40%
SP5	8"	PVC	152'	1.24%
SP6	8"	PVC	248'	2.27%

FDEP SEPARATION REQUIREMENTS UNDER 62-555.314 EFFECTIVE 8-28-2003				
HAZARD	HORIZONTAL SEPARATION	VERTICAL SEPARATION		JOINT SPACING
		WATER ABOVE	WATER BELOW	
STORM SEWER	3FT MIN	12IN PREF, 6IN MIN	12IN MIN	3FT MIN
STORM FORCE MAIN	3FT MIN	12IN MIN	12IN MIN	3FT MIN
RECLAIMED WATER IF REGULATED UNDER 62-610	3FT MIN	12IN MIN	12IN MIN	3FT MIN
VACUUM SANITARY SEWER	10FT PREF, 6FT MIN	12IN MIN	12IN MIN	6FT MIN
GRAVITY SANITARY SEWER	10FT PREF, 3FT MIN	12IN PREF, 6IN MIN	12IN MIN	3FT MIN
SANITARY SEWER FORCE MAIN	10FT PREF, 6FT MIN	12IN PREF, 6IN MIN	12IN MIN	6FT MIN
SEWAGE TREATMENT & DISPOSAL SYSTEM	10FT MIN	NONE	NONE	NONE



FIRE HYDRANT
CLEARANCE DETAIL



NOTES:

- Contractor shall be responsible for installing City water meter matching pipe size with meter kit and shall supply and install all materials and backflow prevention device.
- Backflow device shall be per the City's Cross Connection Control Manual.
- All pipes, fittings, and end valves as indicated as private shall be the responsibility of the owner. All pipes and fittings indicated as public with material not indicated shall be brass or schedule 80 PVC.

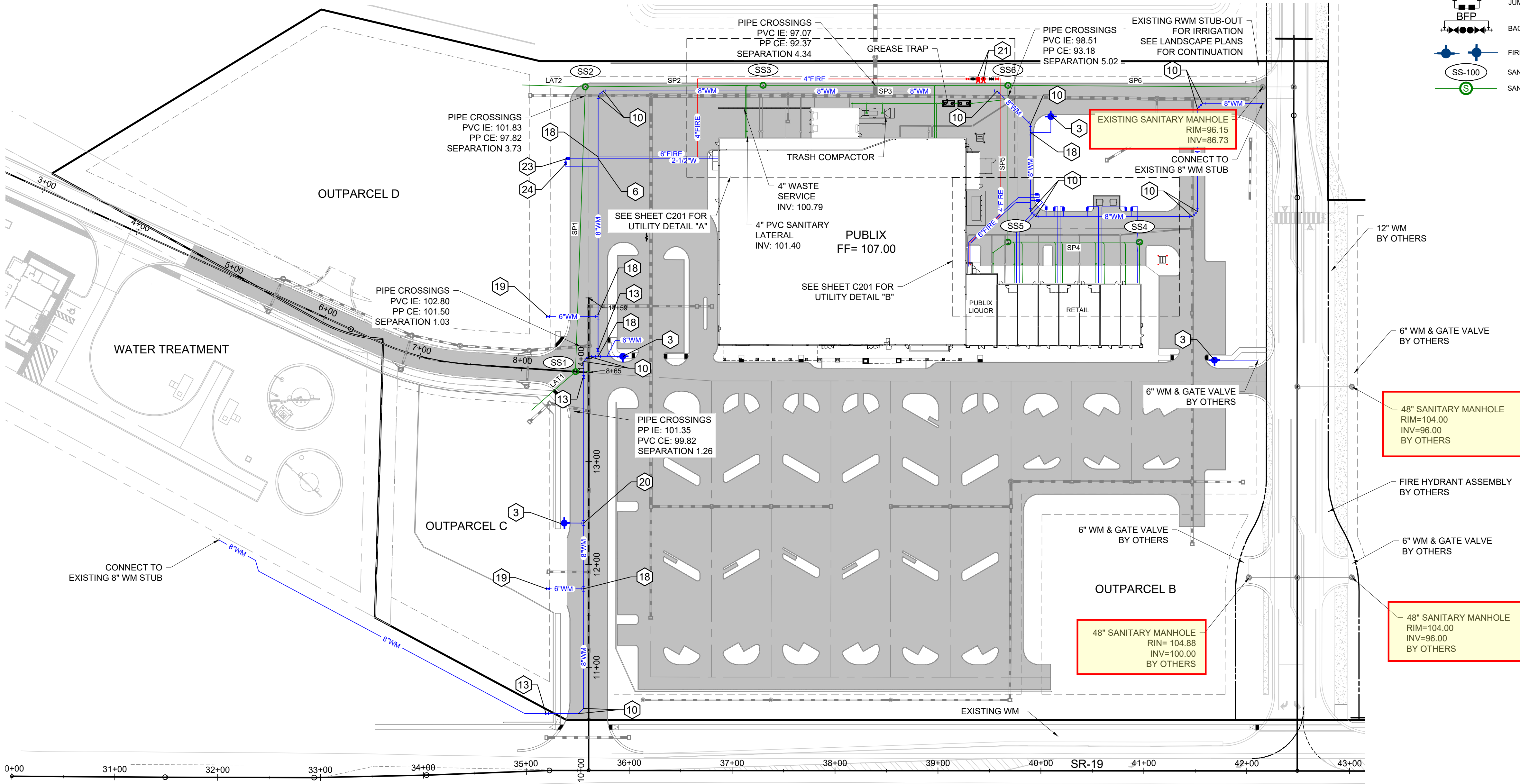
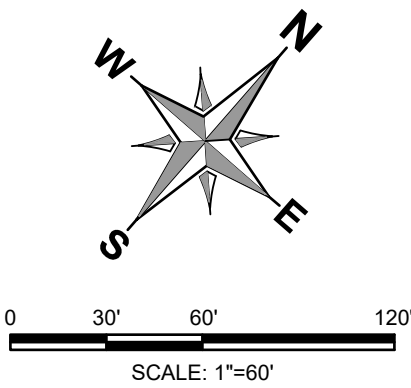
1/2" AND LARGER COMMERCIAL/
MULTI-FAMILY METER CONFIGURATION
SCALE: N.T.S.

WATER NOTES

- FIRE DEPARTMENT CONNECTION
(NOTE: FIRE LINES DESIGNED BY OTHERS. SHOWN FOR INFORMATIONAL PURPOSES ONLY.)
- POST INDICATOR VALVE
- 6" FIRE HYDRANT ASSEMBLY
- 8" X 8" X 8" TEE
- 8" X 4" X 8" TEE
- 8" X 2-1/2" X 8" TEE
- 4" WATER METER WITH 4" BFP
- 8" MASTER METER ASSEMBLY
- 8" 90° BEND
- 8" 45° BEND
- 8" 22.5° BEND
- 8" 11.25° BEND
- 8" GATE VALVE
- 3/4" HOSE BIBB
- 2" WATER METER WITH 2" BFP
- 4" DDCV
- AUTOMATIC AIR RELEASE VALVE
- 8" X 6" X 8" TEE
- 6" GATE VALVE
- 6" X 6" X 6" TEE
- FIRE DEPARTMENT CONNECTION
- 6" FIRE LINE
- 1.5" WATER METER W/ TRAFFIC TYPE METER BOX
- 1.5" BFP FREEZE PROTECTED
- 3/4" WATER METER W/ TRAFFIC TYPE METER BOX W/ FREEZE PROTECTED 3/4" BFP
- 1" WATER METER W/ TRAFFIC TYPE METER BOX W/ FREEZE PROTECTED 1" BFP

LEGEND

EXISTING	PROPOSED	
		BOUNDARY
		RIGHT OF WAY (MAJOR)
		RIGHT OF WAY (MINOR)
		TRACT LINE
		UTILITY EASEMENT (U.E.)
		DRAINAGE EASEMENT (D.E.)
		EASEMENT (OTHER)
		TOP OF BANK
		TOE OF SLOPE
		DITCH CENTER
		CURB
		CONCRETE WALK
		ASPHALT PAVEMENT
		CONTOUR (MAJOR)
		CONTOUR (MINOR)
		STORM STRUCTURE NUMBER
		STORM DRAINAGE MANHOLE
		STORM DRAINAGE INLET
		YARD DRAIN
		OUTFALL STRUCTURE
		PIPE END (OUTFALL)
		WATER MAIN (WM)
		WATER SERVICE LINE (W)
		WATER METER
		GATE VALVE & BOX
		PLUG VALVE & BOX
		BUTTERFLY VALVE & BOX
		CHECK VALVE
		2" BLOW-OFF VALVE ASSEMBLY
		BENDS
		TEE
		REDUCER
		DOUBLE DETECTOR
		CHECK VALVE
		JUMPER CONNECTION
		BACKFLOW PREVENTER
		FIRE HYDRANT
		SANITARY SEWER STRUCTURE #
		SANITARY SEWER



MADDEN
WOODHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330
CA# 0007723

UTILITY PLAN
FOR
LAKE HILLS SHOPPING CENTER
TOWN OF HOWEY IN THE HILLS
FLORIDA

WINDCREST DEVELOPMENT GROUP, INC.
605 E. ROBINSON ST. SUITE 340
ORLANDO, FL 32801
407-219-3540

DATE	REVISIONS
11	
10	
9	
8	
7	
6	
5	
4	
3	
2	
1	

BENJAMIN S. BECKHAM
LICENSE
NO. 79452
STATE OF FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Benjamin S. Beckham, PE on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
ENGINEER OF RECORD

JOB # 22041
DATE: 08/06/24
DATUM: NAVD 88
DESIGNED BY: KGS
DRAWN BY: JAS
APPROVED BY: BSB

C200

EXHIBIT “C”

General Description of the On-Site System

Exhibit “D”

Allocation of Capacity

LAKE HILLS PUBLIX SHOPPING CENTER
(INCLUDING OUTPARCELS)
ESTIMATED WASTEWATER FLOW RATES

LAND USE	UNITS	SIZE	UNIT FLOW (GPD)	FLOW (GPD)	ERU's	Capacity Fee
Shopping Center						
Grocery Store	SF	50,800	0.0727	3,693	14.77	\$ 67,585
General Retail	SF	10,500	0.1600	1,680	6.72	\$ 30,744
Outparcel A						
Convenience Store	SF	5,000	0.1600	800	3.20	\$ 14,640
Outparcel B						
Restaurant (Fast Food)	SEAT	250	25	6,250	25.00	\$ 114,375
Outparcel C						
General Retail	SF	6,000	0.1600	960	3.84	\$ 17,568
Outparcel D						
General Retail	SF	25,000	0.1600	4,000	16.00	\$ 73,200
Totals				17,383	69.53	\$ 318,112

Notes:

Grocery store unit flow based on historical data from prototypical store

General retail unit flow based on historical data from typical retail strip center

Fast Food Seat Calculation 5,000SF x 60% (seating area)x1seat/12SF = 250 Seats

1 ERU = 250 GPD

Capacity Fee per ERU = \$4,575.00

Exhibit “E”

Form of Certificate of Wastewater Treatment Availability

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT
CERTIFICATE OF WASTEWATER TREATMENT AVAILABILITY
ISSUED TO**

[DEVELOPER FOR PROPOSED DEVELOPMENT]

DATED [_____, 20[___]

This Certificate of Wastewater Treatment Availability ("Certificate") is issued by the **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT** ("CDD") to _____ ("Developer") pursuant to that certain Amended and Restated Wholesale Wastewater Treatment Agreement dated February 1, 2025 (the "Wholesale Agreement") and the [Wastewater Capacity Commitment and Service Agreement dated [_____] (the "Reservation Agreement")].

- Parcel ID #:
- Project Name:
- Developer Contact Information:
- This project [does][does not] require contribution for cost-sharing of previously constructed upgrades in accordance with the Reservation Agreement.
- This project [does][does not] require construction of upgrades in accordance with the Reservation Agreement.

The Developer has approached the CDD. The CDD has set aside and encumbered treatment and disposal capacity in the CDD's wastewater system for the development contemplated by the Developer provided that the flows at the point of connection shall not exceed [_____] gallons average daily flow (GPD)].

- The CDD has determined that service to the development proposed by the Developer is technically and economically feasible.
- The Developer has executed the Reservation Agreement.
- [Contributions in aid of Construction have been paid based on a calculation that the project proposed by the Developer will require [___] ERUs of wastewater capacity.][In accordance with the Reservation Agreement, Contributions in aid of Construction will be paid in accordance with the following schedule, based on a calculation that the project proposed by the Developer will require [___] ERUs of wastewater capacity.]
- The Developer has been notified of relocation and upsizing of facilities and has agreed to undertake the same pursuant to the Reservation Agreement.
- Wastewater treatment and disposal service will be available concurrent with the new development.

This Certificate is intended to satisfy the requirement as set forth in Section 3.4 of the Wholesale Agreement and may be relied upon by the Town of Howey in the Hills for the

purposes thereof provided, however, that the obligation of the CDD to provide service to the project proposed by the Developer is contingent upon the performance of the Developer and its successors and assigns of the Reservation Agreement and the satisfaction of all other conditions precedent to the CDD's obligations. The capacity reservation described in this Certificate is subject to the terms of the Wholesale Agreement and Reservation Agreement and may be subject to expiration, termination, or repurchase by the CDD in the event that it is not used in connection with the proposed development.

CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT

BY:

CHAIRMAN / DISTRICT MANAGER

ADDENDUM 1 – SCHEDULE OF CIAC PAYMENT

The CIAC shall be paid for 70 ERUs. At the time of the execution of the Reservation Agreement, the CIAC per ERU is **\$4574.25**.

The CIAC shall be paid upon the execution of the Reservation Agreement. In no event shall the Certificate of Wastewater Treatment Availability be issued prior to the payment of the CIAC.

SECTION B

WASTEWATER CAPACITY COMMITMENT AND SERVICE AGREEMENT (DRAKE POINT)

This **WASTEWATER CAPACITY COMMITMENT AND SERVICE AGREEMENT** (the “Agreement” or “Reservation Agreement”) is entered into this ____ day of _____, 202[] (the “Effective Date”), by and between **GPK HARRIS LAKE LLC a Florida Limited Liability Company**, whose address is **8615 COMMODITY CIR STE 17 ORLANDO, FL 32819** (the “Developer”), and Central Lake Community Development District, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, whose address is 10400 CR 48 Howey-the-Hills, FL 34737 (the “District”).

SCHEDULE OF ADDENDA AND EXHIBITS

Addendum 1: Schedule of CIAC

- Exhibit A: Legal Description of the Property
- Exhibit B: General Description of Collection System Upgrades
- Exhibit C: General Description of Transmission System Upgrades
- Exhibit D: RESERVED
- Exhibit E: Form of Certificate of Wastewater Treatment Availability

RECITALS

A. **WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners of Lake County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and is validly existing under the Constitution and laws of the State of Florida for the purpose of constructing, operating, and maintaining certain wastewater and water (potable and non-potable) infrastructure improvements within and without its boundaries.

B. **WHEREAS**, the District leases and operates a wastewater treatment and disposal system located in unincorporated Lake County, Florida pursuant to its authority granted by Chapter 190, F.S.

C. **WHEREAS**, the Developer is, or is authorized to enter into this Agreement on behalf of, the owner of certain real property located in the retail utility service area of the Town of Howey-In-The-Hills (the “Town”) in Lake County, Florida, as more particularly described in **Exhibit “A”** attached hereto and made a part hereof by reference (the “Property”).

D. **WHEREAS**, The Property is located in unincorporated Lake County and has been zoned by Lake County for a planned development, primarily for single-family residential uses and including supporting non-residential uses (the “Project”). The Property is in the Town’s utility service area established pursuant to Chapter 180, Florida Statute, and the Developer has applied to the Town for annexation and utility service for the Project which in aggregate will equal require

no more than **131,250** gallons average daily flow (GPD) (the “Wastewater Service Capacity”) and which for the purposes of Contributions in aid of Construction and RAM Fees (each as defined herein) to be paid in furtherance of this Agreement has been determined to involve **525** Equivalent Residential Units (ERUs). The Developer intends to develop the Property in a manner consistent with the approved Project.

E. **WHEREAS**, Developer desires that the District provide treatment and disposal services with respect to wastewater generated at the Property for the Project and collected by the Town (the “Utility Services”).

F. **WHEREAS**, the District and the Town have entered into an Amended and Restated Wholesale Agreement dated February 1, 2025 (the “Wholesale Agreement”) for an area including the Property under which the District provides wastewater treatment and disposal capacity to the Town on a wholesale basis.

G. **WHEREAS**, under the terms of the Wholesale Agreement, the District will collect and retain the contribution-in-aid-of construction (“CIAC”) payment for wastewater treatment and disposal capacity directly from the Developer as a condition to the Project’s receipt of retail wastewater treatment service from the Town.

H. **WHEREAS**, the District and Developer further acknowledge and agree that the Developer and the Town may enter into a developer agreement in order to address further relevant terms and conditions of wastewater service and delivery by the Town to the Developer's Property, including technical and operation and maintenance requirements, point of connection, delivery pressures, peak flows, usage, consistency of wastewater, user charges/rates, reservation and maintenance fees and the estimated capacity delivery date.

I. **WHEREAS**, the District is willing to commit to provide Utility Services in accordance with the conditions and provisions of this Agreement.

J. **WHEREAS**, the Developer, at its sole cost and expense, is willing to design, permit, construct, install and/or upgrade all on- and off-site wastewater system improvements, which may include but are not limited to, a force main(s), lift station(s), sewage pumping station(s), gravity sewer mains, manholes, laterals, and other required improvements and appurtenances (as described generally in **Exhibit “B”**) to provide, together with the Town’s existing facilities as the same may be upgraded by the Developer to accommodate the Project’s requirements, a complete collection and transmission system (the “Collection System”) from the Project to a connection to the District's wastewater system at the Point of Connection as defined in Section 2.3; upon completion, the Collection System shall be owned, operated, and maintained by the Town.

K. **WHEREAS**, certain wastewater system improvements necessary for transmission of wastewater anticipated to be generated by the Project from the Point of Connection to the District's wastewater treatment plant (the “Transmission Upgrades” as described generally in **Exhibit “C”**) are being installed by HR Lake Hills, LLC (the “Transmission Performing Party”), and the Developer has agreed or will agree directly with the Transmission Performing Party to contribute to the costs to design, permit, construct and install the Transmission Upgrades; upon completion, the Transmission Upgrades shall be owned, operated, and maintained by the District.

L. **WHEREAS**, at this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and District hereby covenant and agree as follows:

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

2. District Obligations.

2.1 The District covenants and agrees that it will provide Utility Services to the Property and the Project, and that wastewater sufficient capacity is hereby reserved by the District to serve **525 Equivalent Residential Units** for the Project. This covenant is contingent upon the Developer entering into a binding agreement with the Town for the annexation of the Project and provision of retail wastewater service within 30 days of the effective date of this Agreement.

2.2 The District covenants and agrees that it will provide Wastewater Service Capacity to the Property and the Project through connection with the Town's wastewater collection system, and that wastewater capacity is hereby reserved in quantities sufficient for the Project (in reliance on descriptions and information provided by the Developer), subject to the terms of this Agreement.

2.3 The District covenants and agrees that they will allow the Developer to connect the Collection System to the central facilities of the District at the Point of Connection, in accordance with the terms and intent of this Agreement upon:

a. The Developer's completion of the final design and permitting by all applicable governmental agencies having jurisdiction of the necessary wastewater facilities required to provide Utility Services to the Property for the Project;

b. The designation by mutual agreement of the Developer, the District, and the Town, of the point at which the Collection System will be connected to the District's treatment and disposal system (the "Point of Connection"); The Point of Connection is anticipated to be located at the southeastern corner of CR 48 and San Luis Boulevard.

c. the completion of construction and acceptance by the Town of the Collection System in accordance with plans and specifications approved by the Town and the District, all at Developer's sole expense except as provided herein;

d. the completion of construction and acceptance by the District of the Transmission Upgrades generally described in **Exhibit "C"** attached hereto and incorporated herein by reference, at no expense to the District, except to the extent (if any) provided in the District's agreements with the Transmission Performing Party;

e. the inspection and approval by the District and all applicable governmental agencies having jurisdiction of the Transmission Upgrades during construction and

the furnishing of a complete set of as-built plans in a form acceptable to the District for all such facilities constructed by the Developer or the Transmission Performing Party;

f. the issuance of the final letter of acceptance by the District (which the District will promptly issue upon the Developer's satisfaction of the other requirements prescribed in this Section 2.3), subject to the warranty and guarantee by either the Developer and/or the Developer's contractor running in favor of District as required below;

g. the compliance by the Developer with all of the other terms of this Agreement, including the payment of such fees and charges when due as set forth herein; and

2.4 All connections to District's central wastewater facilities shall, at all times, be in accordance with rules, regulations and orders of the applicable governmental authorities and of the duly promulgated rules and specifications of the District. Rates and other terms and conditions for retail wastewater services are established pursuant to act of the Town Commission.

3. CIAC and RAM Fees.

3.1 The District has established a Contribution-In-Aid-of-Construction ("CIAC") fee generally designed to recover its capital investment in the treatment and disposal facilities which will be used in providing the Utility Services. The CIAC shall be paid in accordance with Addendum 1. Pursuant to the Wholesale Agreement, the CIAC is collected by the District as a condition to providing a Certificate of Wastewater Treatment Availability (the "Certificate"). The Certificate will be issued in the form attached hereto as **Exhibit "E"** upon execution of this Agreement and payment of the CIAC as set forth herein. Developer agrees to pay to the CIAC fee for each ERU in the Project. The CIAC shall be paid in accordance with Addendum 1 attached hereto and made a part hereof by reference.

3.2 In addition to the charges set forth above, the Developer acknowledges that the District imposes a duly promulgated Reservation and Maintenance Fee ("RAM Fee") for each ERU that has reserved or purchased capacity but is not yet paying for Utility Services. The Developer is paying RAM fees directly to the District in the amount of **\$12,678.75** contemporaneously with the execution and delivery of this Agreement and will hereafter continue payment of the RAM Fee for each ERU in accordance with the District's rate rule. It is anticipated that the Town will collect the RAM Fee, but in the event that the Town fails or refuses to collect the RAM Fee, it shall be remitted by the Developer directly to the District.

3.3 The capacity reservation described herein is subject to repurchase by the District in accordance with the Wholesale Agreement if connection to the District system has not been made within three years of payment of the CIAC.

4. Developer Obligations.

4.1 *Design.* The Developer, at its sole cost and expense, shall be responsible for designing and preparing the plans and specifications for the Collection System and for obtaining all necessary and required permits from all regulatory agencies for such improvements. The Developer shall provide copies of such plans and specifications for the Collection System to the District for its review and approval (not to be unreasonably withheld, conditioned or delayed),

prior to the submittal of same to any other governmental authority. District shall respond to a request for approval within thirty (30) days, otherwise such submittal shall be deemed approved. Unless otherwise agreed by the Developer and the District in writing, the specifications shall be based on projected flow rates of up to **250** gallons per day per residential unit for on-site facilities and off-site facilities. The projected flow rates of 250 gallons per day are used for purposes of designing and engineering the Transmission Upgrades and Collection System, notwithstanding that the purchase of capacity (in terms of ERUs), RAM fees, CIAC Fees, and monthly user fees are based on a different calculation such as a per dwelling-unit price or the Project. For purposes of this Agreement, the term "Plans" shall mean and refer to the plans and specifications for the Collection System as approved by the District and all other governmental authorities with jurisdiction.

4.2 *Construction; Cost-Sharing of Transmission Upgrades.*

a. The Developer shall complete the Collection System in accordance with the Plans, at no cost to the District except as provided herein. The Developer acknowledges that Transmission Upgrades may require the acquisition of easements or other interests in land for the use of the District at Developer's or Transmission Performing Party's expense.

b. *Cost-Sharing of Transmission Upgrades.* Certain Transmission Upgrades may have been previously constructed, or will be constructed, by the Transmission Performing Party and "upsized" for the benefit of development at the Property pursuant to "pioneering" type arrangements. Developer must provide a release given by the Transmission Performing Party in favor of the District reflecting that cost-sharing payment has been made to the satisfaction of the Transmission Performing Party and that the District shall have no further obligation to collect cost-sharing contributions from the Developer or otherwise facilitate reimbursement of any Transmission Upgrade costs allocable to the Project. This cost sharing payment by the Developer to the Transmission Performing Party shall be considered part of the Developer's required Transmission Upgrades and shall be a condition precedent to the acceptance by the District of the Transmission Upgrades.

c. *Reserved.*

4.3 *Inspections.* The Developer, at its sole cost and expense, shall retain the services of a Florida registered professional engineer for the purposes of inspecting and supervising the construction and installation of the Collection System to ensure compliance with accepted civil engineering practices and the approved plans and specifications.

5. Ownership of System.

5.1 *Ownership.* The Developer will transfer and convey to the District or the Town, its interest (if any) in those portions of the Transmission Upgrades and Collection System, respectively, for which the District and the Town have agreed to accept ownership. Transmission Upgrades conveyed to the District shall thereafter remain the sole, complete and exclusive ownership of the District, its successors and assigns. The Developer will ensure that the District also receives an access and maintenance easement for the Collection System.

5.2 Conveyance. Upon completion and acceptance of the Transmission Upgrades, the Developer shall, at no cost to the District, convey to the District, its successors or assigns, all of its interest (if any) in the right, title and interest of the Developer in and to such Transmission Upgrades pursuant to this Agreement free and clear of all liens and encumbrances.

6. Reserved.

7. Exclusive Provider. The Developer agrees that it shall not engage in the business or businesses of providing Utility Services to the Property during the period of time the District provides Utility Services to the Property on either a wholesale or retail basis, it being the intention of the parties hereto that the District shall have the sole and exclusive right and privilege to provide Utility Services to the Property on either a wholesale or retail basis. Notwithstanding the foregoing, if at any time the District defaults on its obligation to provide sufficient Utility Services to the Property, the Developer, in addition to such other remedies and actions as may be available to it, shall have the right, after providing notice to the District at least sixty (60) days in advance, temporarily to secure the Utility Services from other sources; provided, however, that Developer shall again obtain such Utility Services from the District after the District provides Utility Services to the Property.

8. Force Majeure. In the event that the performance of this Agreement is prevented or interrupted by reason of Force Majeure, then the party suffering the Force Majeure event shall be excused from such performance for such period as may be reasonably required to overcome the cause of the delay. For purposes of this Agreement, the term "Force Majeure" shall mean and refer to acts of God or of the public enemy; strikes; war; national emergency; declarations of emergency, governmental restrictions upon the use or availability of labor or materials; rationing; epidemics; civil insurrection, riot, racial or civil rights disorder or demonstration; embargo; flood; tidal wave; fire; explosion; bomb detonation; nuclear fallout; windstorm; hurricane; earthquake; sinkhole or other casualty or disaster or catastrophe; failure to obtain necessary materials, supplies, labor, permits, or governmental approvals due to unforeseeable governmental rules, acts, orders, restrictions, regulations or requirements; or any judgment or restraining order or injunction of any court.

9. Indemnification. The Developer agrees to indemnify and hold the District harmless from all damages, liability, cost and expenses, including reasonable attorney's fees, arising out of acts or omissions relating to this Agreement or any breach hereof to the extent caused in whole or in part by the Developer, its officers, agents, contractors (including sub-contractors at any level) and employees.

10. Assignment. The Developer may not assign its rights, duties or obligations under this Agreement without the express written consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Developer may, without obtaining the District's consent, assign its rights, duties or obligations under this Agreement to (i) an affiliate of the Developer who acquires or has acquired the Property or (ii) to any other successor owner of the Property. Provided that the Collection System has been completed, the Developer shall be released from its other obligations under this Agreement to the extent such obligations are assumed in writing by its assignee.

11. Default. In the event of a default of this Agreement by a party, the non-defaulting party shall have all rights and remedies available to such party in law or in equity, including, but not limited to, the right of specific performance. A Party shall not be deemed to be in default of this Agreement except as follows:

11.1 The Party fails to pay, within fifteen (15) days after receipt of notice thereof from the other Party, any sums, fees, charges, costs or expenses which are payable under this Agreement; or

11.2 The Party fails to perform any of its other obligations under this Agreement, within thirty (30) days after receipt of notice thereof from the other Party, provided that, if the Party's failure cannot reasonably be remedied within thirty (30) days, then it shall be permitted reasonable additional time to remedy the default for as long as the such Party exercises reasonable diligence.

The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

12. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand-delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the U.S. mail, postage prepaid, certified mail, return-receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

District: Mr. Bud Beucher
Central Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801

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

and: Kevin Stone
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, FL 32757
kevin@stoneandgerken.com

Developer: GPK Harris Lake LLC

Attn: Sen Zhang
8615 Commodity Circle, Ste. 17
Orlando, FL 32819

with a Copy to: Craig Wasserman
8615 Commodity Circle, Ste. 17
Orlando, FL 32819

13. Binding Effect. All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns. However, this Agreement shall not be binding upon, nor constitute an encumbrance upon, the Property until such time as the Developer becomes the owner of the Property. Upon the Developer becoming the owner of the Property, all terms and provisions of this Agreement and all rights, privileges, benefits, and burdens created hereunder will be covenants running with the Property.

14. Miscellaneous Provision.

14.1 This Agreement and the Provisions contained herein shall be construed, controlled, and interpreted according to the laws of the state of Florida. The sole venue for any action arising out of this agreement shall be the circuit or county court in and for Lake County, Florida.

14.2 This Agreement constitutes the entire agreement between the parties for all matters contained herein and shall supersede all previous agreements or representations either oral or in writing with respect to all matters contained herein.

14.3 Upon the Developer becoming the owner of the Property, this Agreement or a memorandum thereof shall be recorded in the Public Records of Lake County, Florida, to put all parties on record as to the obligations of the Developer and its successors and assigns as contained herein.

14.4 In the event of any litigation arising from this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs through and including any appeal.

14.5 Except to the extent this Agreement expressly provides otherwise, the District shall exercise its rights to approve, consent, or exercise other discretion reasonably. Without limiting the foregoing, the District shall not unreasonably withhold, condition, or delay any consent, approval, or other exercise of discretion under this Agreement, except as this Agreement expressly provides otherwise.

14.6 The District warrants and represents that this Agreement does not violate any law, regulation, statute, ordinance, or other governmental requirement in effect as of the date of this Agreement and applicable to the District. The District shall employ its best efforts to obtain all governmental approvals and consents that may be required in order for the District to perform its obligations and covenants under this Agreement.

14.7 This Agreement may be executed in one or more counterparts, each of which upon delivery shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signatures on following page]

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

DISTRICT:

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

By: _____

Print Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 2025, by [_____] as [_____] for CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed, or stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

**DEVELOPER:
GPK HARRIS LAKE LLC**

Witnesses:

Printed Name: _____
Address: _____
By: _____

As its Manager

Printed Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2025, by [_____] as [____]
for GPK HARRIS LAKE LLC, a Florida Limited Liability Company

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed, or stamped)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced: _____

EXHIBIT “A”

legal description of Property

PARCEL 1:

EXHIBIT B- GENERAL DESCRIPTION OF WORK – COLLECTION SYSTEM

Construction of the wastewater collection system, including gravity lines, lift station and force main on the Property connecting to the point of connection where the scope of the transmission upgrade begins.

EXHIBIT C – GENERAL DESCRIPTION OF WORK – TRANSMISSION UPGRADES

ADDENDUM 1 – SCHEDULE OF CIAC PAYMENT

The CIAC shall be paid for 525 ERUs. At the time of the execution of the Reservation Agreement, the CIAC per ERU is **\$4,574.25**.

The Total CIAC as of rate rule in effect on May 21, 2025 is **\$2,401,481.25**.

The CIAC shall be paid upon the execution of the Reservation Agreement. In no event shall the Certificate of Wastewater Treatment Availability be issued prior to the payment of the CIAC.

**EXHIBIT E FORM OF CERTIFICATE OF WASTEWATER TREATMENT
AVAILABILITY**

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT
CERTIFICATE OF WASTEWATER TREATMENT AVAILABILITY
ISSUED TO**

[DEVELOPER FOR PROPOSED DEVELOPMENT]

DATED [_____, 20[___]

This Certificate of Wastewater Treatment Availability ("Certificate") is issued by the **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT** ("CDD") to _____ ("Developer") pursuant to that certain Amended and Restated Wholesale Wastewater Treatment Agreement dated February 1, 2025 (the "Wholesale Agreement") and the [Wastewater Capacity Commitment and Service Agreement dated [_____] (the "Reservation Agreement")].

- Parcel ID #:
- Project Name:
- Developer Contact Information:
- This project [does][does not] require contribution for cost-sharing of previously constructed upgrades in accordance with the Reservation Agreement.
- This project [does][does not] require construction of upgrades in accordance with the Reservation Agreement.

The Developer has approached the CDD. The CDD has set aside and encumbered treatment and disposal capacity in the CDD's wastewater system for the development contemplated by the Developer provided that the flows at the point of connection shall not exceed [_____] gallons average daily flow (GPD)].

- The CDD has determined that service to the development proposed by the Developer is technically and economically feasible.
- The Developer has executed the Reservation Agreement.
- [Contributions in aid of Construction have been paid based on a calculation that the project proposed by the Developer will require [___] ERUs of wastewater capacity.][In accordance with the Reservation Agreement, Contributions in aid of Construction will be paid in accordance with the following schedule, based on a calculation that the project proposed by the Developer will require [___] ERUs of wastewater capacity.]
- The Developer has been notified of relocation and upsizing of facilities and has agreed to undertake the same pursuant to the Reservation Agreement.

- Wastewater treatment and disposal service will be available concurrent with the new development.

This Certificate is intended to satisfy the requirement as set forth in Section 3.4 of the Wholesale Agreement and may be relied upon by the Town of Howey in the Hills for the purposes thereof provided, however, that the obligation of the CDD to provide service to the project proposed by the Developer is contingent upon the performance of the Developer and its successors and assigns of the Reservation Agreement and the satisfaction of all other conditions precedent to the CDD's obligations. The capacity reservation described in this Certificate is subject to the terms of the Wholesale Agreement and Reservation Agreement and may be subject to expiration, termination, or repurchase by the CDD in the event that it is not used in connection with the proposed development.

CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT

BY:

CHAIRMAN / DISTRICT MANAGER

SECTION X

SECTION C

SECTION 1

Central Lake

Community Development District

Summary of Invoices

March 22, 2025 - May 18, 2025

Fund	Date	Check No.'s	Amount
Water & Sewer Fund	4/18/25	2559-2563	\$ 16,466.58
	4/21/25	2564-2565	11,080.28
	5/16/25	2566-2572	29,517.19
			<hr/> \$ 57,064.05
TOTAL			\$ 57,064.05

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/18/25	00009	3/28/25 99378	202503 302-53600-43200		*	4,196.00	
		PUMPED 14,200 GAL SLUDGE					
		3/31/25 99413	202503 302-53600-43200		*	2,563.00	
		PUMPED 3,600 GAL SLUDGE					
		4/07/25 99504	202504 302-53600-43200		*	2,313.00	
		PUMPED 3,600 GAL SLUDGE					
AMERICAN PIPE & TANK							9,072.00 002559
4/18/25	00001	4/01/25 240	202504 301-51300-34000		*	3,541.67	
		MANAGEMENT FEES APR25					
		4/01/25 240	202504 301-51300-34200		*	105.00	
		WEBSITE ADMIN APR25					
		4/01/25 240	202504 301-51300-34100		*	157.50	
		INFORMATION TECH APR25					
		4/01/25 240	202504 301-51300-51000		*	6.33	
		OFFICE SUPPLIES APR25					
		4/01/25 240	202504 301-51300-42000		*	138.08	
		POSTAGE APR25					
		4/01/25 240	202504 300-13100-10300		*	7.27	
		POSTAGE APR25					
		4/01/25 240	202504 301-51300-47000		*	68.70	
		COPIES APR25					
GOVERNMENTAL MANAGEMENT SERVICES							4,024.55 002560
4/18/25	00086	3/31/25 101112-2	202503 302-53600-46100		*	437.00	
		MOWING 01/01/25-03/31/25					
		3/31/25 101112-2	202503 300-13100-10300		*	1,748.00	
		MOWING 01/01/25-03/31/25					
JESUS G SANCHEZ							2,185.00 002561
4/18/25	00101	3/28/25 93587	202503 301-51300-49000		*	246.00	
		MEETING ROOM RENTAL FEE					
		4/02/25 10011123	202503 302-53600-12000		*	719.53	
		LABOR SERVICES MAR25					
MISSION INN RESORT & CLUB							965.53 002562
4/18/25	00002	3/31/25 11414783	202503 301-51300-48000		*	219.50	
		NOT. OF BOARD/AUDIT MTG.					
ORLANDO SENTINEL							219.50 002563
4/21/25	00148	4/03/25 344134	202503 302-53600-46300		*	405.00	
		WATER PLANT INSPECT MAR25					
		4/03/25 344134	202503 300-13100-10300		*	135.00	
		WATER PLANT INSPECT MAR25					
		4/03/25 344134	202503 302-53600-46300		*	5,976.00	
		SEWER PLANT INSPECT MAR25					

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		4/03/25 344134	202503 300-13100-10300	SEWER PLANT INSPECT MAR25	*	1,992.00	
		4/03/25 344134	202503 302-53600-60100	TURBIDITYMTR#24080D000192	*	2,441.14	
				GENERAL UTILITIES			10,949.14 002564
4/21/25 00101		4/02/25 10010944	202501 301-51300-42000	FEDEX REIMB. 1/7 & 1/28	*	131.14	
				MISSION INN RESORT & CLUB			131.14 002565
5/16/25 00009		5/13/25 100045	202505 302-53600-43200	PUMPED 14,200 GAL SLUDGE	*	4,196.00	
		5/15/25 100068	202505 302-53600-43200	PUMPED 39,100 GAL SLUDGE	*	11,553.00	
				AMERICAN PIPE & TANK			15,749.00 002566
5/16/25 00001		5/01/25 241	202503 301-51300-51000	COLOR PAPER-WATER NOTICES	*	1.49	
		5/01/25 241A	202505 301-51300-34000	MANAGEMENT FEES MAY25	*	3,541.67	
		5/01/25 241A	202505 301-51300-34200	WEBSITE ADMIN MAY25	*	105.00	
		5/01/25 241A	202505 301-51300-34100	INFORMATION TECH MAY25	*	157.50	
		5/01/25 241A	202505 301-51300-51000	OFFICE SUPPLIES MAY25	*	6.18	
		5/01/25 241A	202505 301-51300-42000	POSTAGE MAY25	*	161.77	
		5/01/25 241A	202505 300-13100-10300	POSTAGE MAY25	*	8.51	
				GOVERNMENTAL MANAGEMENT SERVICES			3,982.12 002567
5/16/25 00016		4/30/25 15233	202504 302-53600-46100	TRIMMING/SPRAYING/ROUNDUP	*	79.02	
		4/30/25 15233	202504 300-13100-10300	TRIMMING/SPRAYING/ROUNDUP	*	316.10	
				JP LANDSCAPING MANAGEMENT			395.12 002568
5/16/25 00155		5/01/25 25-058	202504 301-51300-31100	EMAILS-EQUIPMENT MAINT	*	450.00	
				KEY ENGINEERING ASSOCIATES, INC.			450.00 002569
5/16/25 00101		5/02/25 10011281	202504 302-53600-12000	LABOR SERVICES APR25	*	719.53	
				MISSION INN RESORT & CLUB			719.53 002570
				CTLW CTL LK W&S TVISCARRA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/16/25	00002	4/30/25 11577583	202504 301-51300-48000	NOT. OF RULE AMENDMENT	*	151.92	
		4/30/25 11577583	202504 301-51300-48000	NOT. OF RATE HEARING	*	789.50	
ORLANDO SENTINEL							941.42 002571
5/16/25	00152	4/30/25 65451	202503 301-51300-31500	WATERMARK/READER AGRMNTS	*	1,260.00	
		4/30/25 65451	202503 300-13100-10300	WATERMARK/READER AGRMNTS	*	1,260.00	
		5/12/25 65682	202504 301-51300-31500	WTRMRK/WHISPER/LAKE HILLS	*	2,380.00	
		5/12/25 65682	202504 300-13100-10300	WTRMRK/WHISPER/LAKE HILLS	*	2,380.00	
STONE & GERKEN P.A.							7,280.00 002572
TOTAL FOR BANK A						57,064.05	
TOTAL FOR REGISTER						57,064.05	

SECTION 2

Central Lake
Community Development District

Unaudited Financial Reporting
April 30, 2025



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1	<u>Balance Sheet</u>
2	<u>Water & Sewer Income Statement</u>
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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
April 30, 2025

	<i>Water & Sewer Fund</i>	<i>Reservation & Maintenance Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash - Wells Fargo Bank	\$ 96,641	\$ 25,560	\$ 122,201
Accounts Receivable	50,295	20,760	71,055
State Board of Administration	167,964	51,961	219,924
Due from Water & Sewer	-	-	-
Due from RAM	7,846	-	7,846
Due from THIH - Lot Closings	11,535	-	11,535
Due from THIH - Boondocks	405	-	405
Due from THIH - School	556	-	556
Due from THIH - Bishop's Gate	26,702	-	26,702
Plant & Equipment	-	197,563	197,563
Accumulated Depreciation	-	(105,957)	(105,957)
Right to Use Lease Asset	2,843,578	-	2,843,578
A/A Right to Use Lease Asset	(185,451)	-	(185,451)
Total Assets	\$ 3,020,069	\$ 189,888	\$ 3,209,957
Liabilities:			
Accounts Payable	\$ 9,788	\$ -	\$ 9,788
Lease Payable - Current	27,436	-	27,436
Due to Water & Sewer	-	7,846	7,846
Deferred Revenue	6,756	-	6,756
Lease Payable	3,049,142	-	3,049,142
Total Liabilities	\$ 3,093,122	\$ 7,846	\$ 3,100,967
Fund Balances:			
Invested in Capital Assets	\$ -	\$ (326,845)	\$ (326,845)
Unreserved	(73,052)	508,887	435,835
Total Fund Balances	\$ (73,052)	\$ 182,042	\$ 108,989
Total Liabilities & Fund Equity	\$ 3,020,069	\$ 189,888	\$ 3,209,957

Central Lake

Community Development District

Water & Sewer Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending April 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/25	Thru 04/30/25	Variance
Revenues:				
Water Revenue	\$ 268,345	\$ 156,535	\$ 149,699	\$ (6,836)
Sewer Revenue	221,705	129,328	132,051	2,724
Wholesale Sewer Revenue - Lot Closings	102,470	59,774	71,009	11,234
Wholesale Sewer Revenue - Boondocks	3,888	2,268	2,403	135
Wholesale Sewer Revenue - School	3,500	2,042	3,013	971
Wholesale Sewer Revenue - BishopsGate	23,155	25,734	25,734	-
Mission Inn Irrigation	9,000	5,250	6,797	1,547
Las Colinas HOA Irrigation	31,950	18,638	19,650	1,013
Miscellaneous Income	3,000	1,750	1,012	(738)
CIAC/Meter Fees	54,891	32,020	-	(32,020)
Interest	100	58	771	712
Total Revenues	\$ 722,005	\$ 433,397	\$ 412,139	\$ (21,258)
Expenditures:				
Administrative:				
Engineering Fees	\$ 3,500	\$ 2,042	\$ 4,163	\$ (2,121)
Attorney Fees	12,000	7,000	12,906	(5,906)
Annual Audit	3,600	-	-	-
Management Fees	42,500	24,792	24,792	(0)
Information Technology	1,890	1,103	1,103	-
Website Maintenance	1,260	735	735	-
Telephone	25	14	-	14
Postage	1,750	1,021	1,143	(123)
Printing & Binding	350	204	126	78
Insurance	4,190	4,190	4,074	116
Legal Advertising	1,500	875	1,630	(755)
Office Supplies	500	292	184	108
Other Current Charges	1,200	700	763	(63)
Property Taxes	1,300	1,300	1,067	233
Dues, Licenses & Subscriptions	175	175	175	-
Total Administrative:	\$ 75,740	\$ 44,442	\$ 52,860	\$ (8,418)
Operations & Maintenance				
Property Insurance	\$ 23,905	\$ 23,905	\$ 24,535	\$ (630)
Electric	175,500	102,375	90,044	12,331
Backup Fuel	334	195	-	195
Chemicals	15,000	8,750	5,699	3,051
Dues, Licenses & Subscriptions	2,500	1,458	450	1,008
Labor	8,634	5,037	5,037	(0)
Mowing	2,000	1,167	1,095	72
Plant Lease	175,383	102,307	102,307	-
Repairs & Maintenance	45,000	26,250	28,708	(2,458)
Sludge Pumping	40,000	23,333	17,464	5,869
Utility Maintenance	105,170	61,349	40,781	20,569
Capital Outlay	52,839	30,823	2,441	28,382
Total Operations & Maintenance:	\$ 646,265	\$ 386,948	\$ 318,561	\$ 68,388
Total Expenditures	\$ 722,005	\$ 431,390	\$ 371,421	\$ 59,969
Excess Revenues (Expenditures)	\$ 0		\$ 40,718	
Fund Balance - Beginning	\$ -		\$ (113,771)	
Fund Balance - Ending	\$ 0		\$ (73,052)	

Central Lake
Community Development District
Water & Sewer Fund
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Water Revenue	\$ 19,945	\$ 27,659	\$ 14,736	\$ 19,063	\$ 13,078	\$ 27,418	\$ 27,800	\$ -	\$ -	\$ -	\$ -	\$ -	149,699
Sewer Revenue	18,881	18,888	18,888	18,888	18,888	18,888	18,729	-	-	-	-	-	132,051
Wholesale Sewer Revenue - Lot Closings	9,139	9,307	9,451	9,595	9,667	12,314	11,535	-	-	-	-	-	71,009
Wholesale Sewer Revenue - Boondocks	324	324	324	324	324	405	378	-	-	-	-	-	2,403
Wholesale Sewer Revenue - School	391	542	391	275	494	353	566	-	-	-	-	-	3,013
Wholesale Sewer Revenue - BishopsGate	5,789	-	-	-	-	19,946	-	-	-	-	-	-	25,734
Mission Inn Irrigation	842	1,240	910	965	769	1,116	955	-	-	-	-	-	6,797
Las Colinas HOA Irrigation	2,162	3,922	2,550	2,760	1,921	3,067	3,269	-	-	-	-	-	19,650
Miscellaneous Income	70	191	117	79	93	118	343	-	-	-	-	-	1,012
CIAC/Meter Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	9	9	9	9	8	110	617	-	-	-	-	-	771
Total Revenues	\$ 57,551	\$ 62,082	\$ 47,376	\$ 51,958	\$ 45,243	\$ 83,736	\$ 64,193	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 412,139
Expenditures:													
Administrative:													
Engineering Fees	\$ -	\$ -	\$ -	\$ 3,600	\$ 113	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	4,163
Attorney Fees	2,496	2,346	1,203	2,681	540	1,260	2,380	-	-	-	-	-	12,906
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	3,542	3,542	3,542	3,542	3,542	3,542	3,542	-	-	-	-	-	24,792
Information Technology	158	158	158	158	158	158	158	-	-	-	-	-	1,103
Website Maintenance	105	105	105	105	105	105	105	-	-	-	-	-	735
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	142	140	140	300	142	141	138	-	-	-	-	-	1,143
Printing & Binding	57	-	-	-	-	-	69	-	-	-	-	-	126
Insurance	4,074	-	-	-	-	-	-	-	-	-	-	-	4,074
Legal Advertising	-	-	469	-	-	220	941	-	-	-	-	-	1,630
Office Supplies	7	44	13	100	7	8	6	-	-	-	-	-	184
Other Current Charges	-	-	246	-	71	336	110	-	-	-	-	-	763
Property Taxes	-	1,067	-	-	-	-	-	-	-	-	-	-	1,067
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total Administrative:	\$ 10,756	\$ 7,401	\$ 5,875	\$ 10,485	\$ 4,677	\$ 5,768	\$ 7,898	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,860
Operations & Maintenance													
Property Insurance	\$ 24,535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	24,535
Electric	11,382	11,081	12,806	14,099	12,747	13,346	14,583	-	-	-	-	-	90,044
Backup Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-
Chemicals	796	1,856	98	1,788	1,161	-	-	-	-	-	-	-	5,699
Dues, Licenses & Subscriptions	450	-	-	-	-	-	-	-	-	-	-	-	450
Labor	720	720	720	720	720	720	720	-	-	-	-	-	5,037
Mowing	71	-	437	71	-	437	79	-	-	-	-	-	1,095
Plant Lease	14,615	14,615	14,615	14,615	14,615	14,615	14,615	-	-	-	-	-	102,307
Repairs & Maintenance	18,876	661	692	-	8,479	-	-	-	-	-	-	-	28,708
Sludge Pumping	-	-	-	-	8,392	6,759	2,313	-	-	-	-	-	17,464
Utility Maintenance	8,490	5,752	5,886	6,160	8,112	6,381	-	-	-	-	-	-	40,781
Capital Outlay	-	-	-	-	-	2,441	-	-	-	-	-	-	2,441
Total Operations & Maintenance:	\$ 79,935	\$ 34,684	\$ 35,254	\$ 37,452	\$ 54,227	\$ 44,699	\$ 32,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 318,561
Total Expenditures	\$ 90,690	\$ 42,085	\$ 41,129	\$ 47,937	\$ 58,903	\$ 50,468	\$ 40,208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 371,421
Excess Revenues (Expenditures)	\$ (33,139)	\$ 19,997	\$ 6,246	\$ 4,021	\$ (13,660)	\$ 33,268	\$ 23,985	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,718

Central Lake
Community Development District

Wholesale Sewer Revenue

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Wholesale Sewer Revenue - Lot Closings	\$ 9,139	\$ 9,307	\$ 9,451	\$ 9,595	\$ 9,667	\$ 12,314	\$ 11,535	\$ -	\$ -	\$ -	\$ -	\$ -	71,009
Wholesale Sewer Revenue - Boondocks	324	324	324	324	324	405	378	-	-	-	-	-	2,403
Wholesale Sewer Revenue - School	391	542	391	275	494	353	566	-	-	-	-	-	3,013
Wholesale Sewer Revenue - BishopsGate	5,789	-	-	-	-	19,946	-	-	-	-	-	-	25,734
Total Revenues	\$ 15,643	\$ 10,173	\$ 10,166	\$ 10,194	\$ 10,485	\$ 33,018	\$ 12,479	\$ -	\$ -	\$ -	\$ -	\$ -	102,159

Central Lake
Community Development District
Wholesale Sewer Revenue

	Type	Date	Check#	Beginning Balance	Billing Usage	Payment Received	Balance
Venezia	Beginning Balance	10/01/24		\$8,899.20			\$8,899.20
	Payment - Sept.24	10/07/24	36160			(8,899.20)	0.00
	October Billing	10/17/24			9,139.20		9,139.20
	November Billing	11/18/24			9,307.20		18,446.40
	Payment - Oct.24	11/27/24	36247			(9,139.20)	9,307.20
	December Billing	12/16/24			9,451.20		18,758.40
	Payment - Nov.24	12/18/24	36305			(9,307.20)	9,451.20
	Payment - Dec.24	01/08/25	36327			(9,451.20)	0.00
	January Billing	01/16/25			9,595.20		9,595.20
	Payment - Jan.25	02/05/25	36363			(9,595.20)	0.00
	February Billing	02/18/25			9,667.20		9,667.20
	Payment - Feb.25	03/12/25	36439			(9,667.20)	0.00
	March Billing	03/27/25			12,314.12		12,314.12
	Payment - Mar.25	04/16/25	36493			(12,314.12)	0.00
	April Billing	04/22/25			11,534.52		11,534.52
Total Venezia				\$8,899.20	\$71,008.64	(\$68,373.32)	\$11,534.52
	Type	Date	Check#	Beginning Balance	Billing Usage	Payment Received	Balance
Boondocks	Beginning Balance	10/01/24		\$324.00			\$324.00
	Payment - Sept.24	10/07/24	36160			(324.00)	0.00
	October Billing	10/17/24			324.00		324.00
	November Billing	11/18/24			324.00		648.00
	Payment - Oct.24	11/27/24	36247			(324.00)	324.00
	December Billing	12/16/24			324.00		648.00
	Payment - Nov.24	12/18/24	36305			(324.00)	324.00
	Payment - Dec.24	01/08/25	36327			(324.00)	0.00
	January Billing	01/16/25			324.00		324.00
	Payment - Jan.25	02/05/25	36363			(324.00)	0.00
	February Billing	02/18/25			324.00		324.00
	Payment - Feb.25	03/12/25	36439			(324.00)	0.00
	March Billing	03/27/25			405.20		405.20
	Payment - Mar.25	04/16/25	36493			(378.14)	27.06
	April Billing	04/22/25			378.14		405.20
Total Boondocks				\$324.00	\$2,403.34	(\$2,322.14)	\$405.20
	Type	Date	Check#	Beginning Balance	Billing Usage	Payment Received	Balance
ESE School	Beginning Balance	10/01/24		\$429.78			\$429.78
	Payment - Sept.24	10/07/24	36160			(153.95)	275.83
	October Billing	10/17/24			391.25		667.08
	Payment - Sept.24	10/31/24	36205			(275.83)	391.25
	November Billing	11/18/24			542.26		933.51
	Payment - Oct.24	11/27/24	36247			(365.64)	567.87
	December Billing	12/16/24			391.25		959.12
	Payment - Oct./Nov.24	12/18/24	36305			(577.87)	381.25
	Payment - Dec.24	01/08/25	36327			(391.25)	(10.00)
	January Billing	01/16/25			274.56		264.56
	Payment - Jan.25	02/05/25	36363			(274.56)	(10.00)
	February Billing	02/18/25			494.20		484.20
	Payment - Feb.25	03/12/25	36439			(494.20)	(10.00)
	March Billing	03/27/25			353.01		343.01
	Payment - Mar.25	04/16/25	36493			(353.01)	(10.00)
	April Billing	04/22/25			566.28		556.28
Total ESE School				\$429.78	\$3,012.81	(\$2,886.31)	\$556.28
	Type	Date	Check#	Beginning Balance	Billing Usage	Payment Received	Balance
Bishop's Gate	Beginning Balance	10/01/24		(\$5,788.80)			(\$5,788.80)
	Oct.24 - Dec.24 Billing	10/01/24	35738		\$5,788.80		\$0.00
	Jan.25-Sept.25 Billing	03/27/25			\$19,945.63		\$19,945.63
Total Bishop's Gate				(\$5,788.80)	\$25,734.43	\$0.00	\$19,945.63
TOTAL				\$3,864.18	\$102,159.22	(\$73,581.77)	\$32,441.63

Central Lake
Community Development District
Reservation & Maintenance Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/25	Thru 04/30/25	Variance
Revenues:				
RAM Sewer Revenue	\$ 151,848	\$ 88,578	\$ 65,400	\$ (23,178)
Miscellaneous Revenue	-	-	532	532
Interest	600	350	487	137
Total Revenues	\$ 152,448	\$ 88,928	\$ 66,420	\$ (22,508)
Expenditures:				
<u>Administrative</u>				
Attorney Fees	\$ 12,000	\$ 7,000	\$ 12,906	\$ (5,906)
Postage	150	88	53	34
Insurance	4,190	4,190	4,074	116
Other Current Charges	500	292	-	292
Property Taxes	1,300	1,300	1,067	233
Total Administrative:	\$ 18,140	\$ 12,869	\$ 18,100	\$ (5,231)
<u>Operations & Maintenance</u>				
Property Insurance	\$ 23,905	\$ 23,905	\$ 24,535	\$ (630)
Mowing	8,000	4,667	4,380	286
Operating Supplies	7,500	4,375	-	4,375
Permits	5,000	2,917	-	2,917
Refuse Service	720	420	183	237
Repairs & Maintenance	26,000	15,167	-	15,167
Utility Maintenance	32,763	19,112	13,593	5,518
Capital Outlay	71,438	41,672	-	41,672
Total Operations & Maintenance:	\$ 175,326	\$ 112,234	\$ 42,692	\$ 69,542
Total Expenditures	\$ 193,466	\$ 125,103	\$ 60,792	\$ 64,311
Excess Revenues (Expenditures)	\$ (41,018)		\$ 5,627	
Fund Balance - Beginning	\$ 41,018		\$ 503,260	
Fund Balance - Ending	\$ -		\$ 508,887	

Central Lake

Community Development District

Reservation & Maintenance Fund

Month to Month

		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:														
RAM Sewer Revenue	\$	8,928	\$ 8,885	\$ 8,855	\$ 8,830	\$ 8,808	\$ 8,800	\$ 12,294	\$ -	\$ -	\$ -	\$ -	\$ -	65,400
Miscellaneous Revenue		39	-	80	2	80	137	195	-	-	-	-	-	532
Interest		49	46	46	45	41	69	191	-	-	-	-	-	487
Total Revenues	\$	9,016	\$ 8,931	\$ 8,981	\$ 8,876	\$ 8,929	\$ 9,006	\$ 12,680	\$ -	\$ -	\$ -	\$ -	\$ -	66,420
Expenditures:														
Administrative														
Attorney Fees	\$	2,496	\$ 2,346	\$ 1,203	\$ 2,681	\$ 540	\$ 1,260	\$ 2,380	\$ -	\$ -	\$ -	\$ -	\$ -	12,906
Postage		7	7	7	9	8	7	7	-	-	-	-	-	53
Insurance		4,074	-	-	-	-	-	-	-	-	-	-	-	4,074
Other Current Charges		-	-	-	-	-	-	-	-	-	-	-	-	-
Property Taxes		-	1,067	-	-	-	-	-	-	-	-	-	-	1,067
Total Administrative:	\$	6,578	\$ 3,420	\$ 1,211	\$ 2,690	\$ 548	\$ 1,267	\$ 2,387	\$ -	\$ -	\$ -	\$ -	\$ -	18,100
Operations & Maintenance														
Property Insurance	\$	24,535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	24,535
Mowing		284	-	1,748	284	-	1,748	316	-	-	-	-	-	4,380
Operating Supplies		-	-	-	-	-	-	-	-	-	-	-	-	-
Permits		-	-	-	-	-	-	-	-	-	-	-	-	-
Refuse Service		-	-	-	16	56	56	56	-	-	-	-	-	183
Repairs & Maintenance		-	-	-	-	-	-	-	-	-	-	-	-	-
Utility Maintenance		2,830	1,917	1,962	2,053	2,704	2,127	-	-	-	-	-	-	13,593
Capital Outlay		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operations & Maintenance:	\$	27,649	\$ 1,917	\$ 3,710	\$ 2,353	\$ 2,760	\$ 3,931	\$ 372	\$ -	\$ -	\$ -	\$ -	\$ -	42,692
Total Expenditures	\$	34,227	\$ 5,338	\$ 4,921	\$ 5,043	\$ 3,307	\$ 5,198	\$ 2,759	\$ -	\$ -	\$ -	\$ -	\$ -	60,792
Excess Revenues (Expenditures)	\$	(25,210)	\$ 3,594	\$ 4,061	\$ 3,834	\$ 5,621	\$ 3,808	\$ 9,921	\$ -	\$ -	\$ -	\$ -	\$ -	5,627

SECTION 3



1898 E. Burleigh Blvd. • P.O. Box 457 • Tavares, FL 32778 P 352-343-9734 F 352-343-3605 E Hays@lakevotes.gov

April 22, 2025

Stacie Vanderbilt, Recording Secretary
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, 2025 is 0.

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

Sincerely,

D. Alan Hays
Lake County Supervisor of Elections

RECEIVED

APR 25 2025

GMS-CF, LLC

OUR COMMITMENT

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

SECTION 4

LANDOWNER PROXY
LANDOWNERS MEETING – NOVEMBER 7, 2025

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 7, 2025 at 8:00 AM at 1080 San Luis Blvd., 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

SECTION D

SECTION 1

**4370 MOTORSPORT DRIVE
CONCORD, NORTH CAROLINA 28027
704-782-3032 - FAX: 704-795-6838**



222 CAPITOL CT.
OCOEE, FL 34761-3033
407-656-3030 - 407-656-8026

**3226 CHERRY PALM DRIVE
TAMPA, FL 33619
81 3-630-0303 • FAX: 81 3 -630-0312**

**4683 LAREDO AVENUE
FORT MYERS, FLORIDA 33905
239-433-3030 - FAX: 239-433-3263**

3121 NW 16TH TERRACE
POMPANO BEACH, FLORIDA 33064
954-917-3030 - FAX: 954-917-9424

FIRE HYDRANT FLOW TEST

Owner: Central Lake CDD

ISC# or JOB#: 784812

Owner's Address: 219 East Livingston Street

Property:: Las colinas

Date: 2-14-2025

Time: NA

Inspector:

Garron Dykes

[illegible]

613 N.W. MERCANTILE PLACE
PORT ST. LUCIE, FL 34986
772-878-3350 • FAX: 772-878-5967

11326 DISTRIBUTION AVENUE WEST
JACKSONVILLE, FLORIDA 32256-2745
904-268-3030 • FAX: 904-268-0724

4370 MOTORSPORT DRIVE
CONCORD, NORTH CAROLINA 28027
704-782-3032 • FAX: 704-795-6838



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FIRE HYDRANT FLOW TEST

Owner: Central Lake CDD

ISC# or JOB#: 784812

Owner's Address: 219 East Livingston Street

Property:: Las Colinas

Date: 2-14-2025

Time: NA

Inspector:

Garron Dykes

BLD#	LOCATION	STATIC	RESIDUAL	PITOT	DISCHARGE SIZE	GPM
Hydrant Color	Location					
Orange	Putting green			20	2.5	750
Green	Main entrance			35	2.5	1000
Orange	26012 Avenida Las Colinas			15	2.5	650
Green	9930 Avenida Las Colinas			35	2.5	1000
Green	Santa Barbra Entrance			40	2.5	1060
Green	9833 Avenida Las Colinas			40	2.5	1060
Green	9817 Avenida Las Colinas			40	2.5	1060
Green	Santa Clara entrance			45	2.5	1130
Orange	25941 Avenida Las Colinas			30	2.5	920
Orange	25917 Avenida Las Colinas			30	2.5	920
Green	SanRafael Entrance			45	2.5	1130
Green	9207 Avenida Las Colinas			35	2.5	1000
Green	9224 Avenida Las Colinas			40	2.5	1060
Green	9334 Avenida Las Colinas			35	2.5	1000
Green	9620 San Fernando CT			40	2.5	1060
Green	9551 San Fernando CT			40	2.5	1060
Green	9512 San Fernando CT			35	2.5	1000
Orange	26230 Avenida Las Colinas			30	2.5	920