

*Central Lake Community  
Development District*

*Agenda*

*September 5, 2025*

# AGENDA

# *Central Lake*

## *Community Development District*

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219 E. Livingston Street, Orlando FL, 32801

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

August 29, 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, September 5, 2025 at 8:00 a.m. at the Sales Center, 1080 San Luis Blvd., Howey-in-the-Hills, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the May 23, 2025 Meeting
4. Review and Acceptance of Fiscal Year 2024 Audit Report
5. Public Hearing
  - A. Consideration of Resolution 2025-04 Adopting the Fiscal Year 2026 Budget and Relating to the Annual Appropriations
6. Ratification Items
  - A. Wastewater Capacity Commitment and Service Agreements
    - i. Watermark PUD
    - ii. Lake Hills PUD
    - iii. Lake Hills Publix
    - iv. Drake Point
  - B. Proposals from Utility Repair Experts (Phases 1- 4) for Frozen Grove Sediment Removal
7. Consideration of Amendment to Wastewater Capacity Commitment and Service Agreement for Lake Hills PUD – *Under Separate Cover*
8. Discussion of Operating Policies and Procedures for Water and Sewer Utility System
9. Authorization to Issue RFQ for Professional Engineering Services
10. District Goals & Objectives
  - A. Adoption of Fiscal Year 2026 Goals and Objectives
  - B. Presentation of Fiscal Year 2025 Goals and Objectives and Authorization to Chairman to Execute
11. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Approval of Fiscal Year 2026 Meeting Schedule
  - D. On-Site Operations
12. Supervisors Requests

- 13. Other Business
- 14. Next Meeting Date
- 15. 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



# 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, May 23, 2025, at 8:00 a.m. at the Mission Inn Real Estate Office, 1080 San Luis, Howey-in-the-Hills, Florida.

Present and constituting a quorum were:

Bud Beucher	Chairman
Heather Miller	Vice Chair
Michael Clary	Assistant Secretary
Daniel Parks	Assistant Secretary
Jay Paquette	Assistant Secretary

Also present were:

George Flint	District Manager
Kevin Stone	District Counsel
Several Residents	

*The following is a summary of the discussions and actions taken at the May 23, 2025 Central Lake Community Development District Board of Supervisors meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

Mr. Flint stated we have some folks who are here as a result of some recent events that occurred with the water plant. I want to touch on some of the issues that may be of concern to you that may come up in your public comments. It was a situation where we had the perfect storm, Mother's Day morning as a result of storm activity we lost power to the pumps for the water plant's wells. We have a generator that normally would kick in, the auto dialer would alert several people on the list that would get a phone call. Normally, in those situations people would be onsite as a result of the auto dialer, whatever the issues were they would be addressed before the tanks ran out of water and there was an issue of water pressure. Unfortunately, in that situation the auto dialer apparently was also damaged and we did not become aware that the pumps were down until the tanks lost water and pressure was lost. The state requires that any time there is a loss of pressure we have to issue a precautionary boil water alert so that was

issued. That required two days of bacteriological testing, the tests came back favorable, the boil water alert was rescinded. The vendor came out and repaired the auto dialer in the interim. We had the plant checked every hour to make sure there were no issues. Then two days ago, Wednesday morning, we had a loss of pressure again. The repairs to the auto dialer apparently were not adequate so unfortunately, we were in a situation where we had to do another precautionary boil water alert and that was issued Wednesday morning. We have done two days of testing, we are waiting for the results. Assuming those are favorable and there is no reason to believe they won't be we should be in a situation to list that precautionary boil water alert early this afternoon. We have since had the auto dialer and the system that kicks over to the generator fully replaced. It has been tested and we believe that issue is now resolved.

Some things came to light as a result of these recent events and we are in the process of addressing those as well. One is in the past there was one entity that had involvement with the resort, the HOA and CDD so the ability for the CDD to issue communication directly to the community was not an issue in the past under that arrangement because there were other modes of communication to the community. That is not the case now so the CDD has to be in a situation where they can communicate directly with their utility customers. In the back there is a handout, you can go on the CDD's website or point your phone to the image that will take you a link where you can fill in your contact information in the event you want to be contacted. This would be limited to water and sewer alerts, we are not going to send out marketing communication or anything like that. We are also in the process of updating our utility billing system so our contact information has cell numbers and email addresses as well. In the past that wasn't critical because there were other methods of communication. There will be a flier in the next utility bill that goes out in June with this same information so we are not relying on someone being here today and seeing this, it will go out to all the customers, it will be posted on the bulletin board, sent to the HOA and the members association so they can disseminate it.

Signage was another question that came up. Again, you hope that you are not in a situation where you have to do a boil water alert so we have hand written signs at the entrance that is not ideal, we have ordered four signs and those should be in within the next week and they will be stored at the plant in the event we have an event in the future.

I can assure you that we are working with the regulators, we followed the proper notices with the regulators, we are following protocol that is in the statutes.

Hopefully, that address some of the questions and concerns. We do have a public comment period and will open the floor for anyone who wants to speak.

**SECOND ORDER OF BUSINESS****Public Comment Period**

Ms. Cruz stated my question is about the sewer stations that have alarms. It doesn't seem that they have an auto dialer because ours goes off for an hour and nobody shows up. I tried to find somebody and could not reach anybody. Somebody did come out the next day and looked at the pump but the day after that there was some sort of spill out there and somebody had to come out and clean up. Why is there not an automatic capability or number in case of emergency prominently posted at the sewage pumps?

Mr. Flint stated you are referring to the lift stations. Typically, if an alarm goes off that should be picked up by staff on a daily basis. It is not always the case that lift stations will have an auto dialer system because they are somewhat expensive. We are reviewing that situation to make sure we have everything in compliance with those lift stations.

Mr. Grow asked are the Board members paid or volunteer?

Mr. Flint stated they are entitled to compensation under the statutes of \$200 per meeting but they have waived compensation.

Ms. Thomson asked with the age of the infrastructure what kind of review or process are you undertaking to make sure we stay current with the best technology? I'm sure that 24 year period has brought in advances.

Mr. Flint stated we hire a professional operator that operates the water and wastewater system. We don't have fulltime employees. We have an Engineer and those individuals ensure that we are compliant with all the regulatory requirements and that our equipment is maintained. We had our Engineer recently review our facilities and come up with a multi-year capital improvement program for repairs that may be needed down the road. We have professionals operating the plant, we have had no regulatory issues from any of the regulatory agencies in the past.

Mr. Pusch stated they are starting to do stuff across the street, a big Publix and 470+ homes and I do not know if those folks are tied into the current CDD infrastructure. Do we expect any impact to us such as reduction in pressure? Recently we did a fire hydrant pressure

check and along the street the fire hydrants are different colors, which stand for different pressures and on the same street there are variations.

Mr. Flint stated your first question on the development across the street, there is an interlocal that was entered into between the CDD and the Town of Howey in the Hills where the CDD would provide wholesale wastewater treatment service outside of Mission Inn. There is an agreement on the agenda today relative to the project across the street. It is only as it pertains to wastewater treatment not water. The Town would be the water provider for that project. We do have a relatively newer wastewater treatment plant; it was designed when it was constructed in 2006/2007 to serve communities outside of Mission Inn. There is a tie-in between that project and our wastewater plant there is no connection to the water plant.

The other issue about the fire hydrants, there is a national code based on your hydrants have to exceed 500 gallons per minute flow, all the hydrants within the Mission Inn exceed the 500 gallons per minute. If they didn't the tops would not be painted, they would be red. If they are between 500 and 1,000 they are one color, if they are over 1,000 they are another color so there are probably two colors that you may see in the community. As long as they exceed 500 gallons per minute, they meet the flow requirements for fire protection. All the hydrants in the community exceed 500 gallons per minute.

Mr. Albanese asked what does the lift station do?

Mr. Flint stated the collection system is gravity fed with lines that are pitched to a lift station, the lift station lifts that sewage into another gravity line that goes down again. Those lift stations are pump stations that lift the sewage so they can flow gravity again. If the pump stops working there is some capacity in the lift station for a period of time where it won't be an issue. If that capacity is exceeded and the pump is not operating you may have a situation where you have sewage overflow.

### **THIRD ORDER OF BUSINESS**

#### **Organizational Matters**

##### **A. Acceptance of Resignation from Katie Beucher and Appointment Individual to Fill Board Vacancy with a Term Ending November 2027**

Mr. Flint stated any time there is a vacancy the remaining Board members appoint the replacement for the vacancy. We did receive a resignation from Katie Beucher, her seat has a term ending November 2027. Are there any nominations to fill that vacancy?

Mr. Beucher nominated Jay Paquette, he is a resident and underground contractor.

Mr. Paquette stated I'm originally from New Hampshire, my family moved here in 1975. We moved to Mission Inn and have done work for them for many years.

On MOTION by Mr. Beucher seconded by Mr. Parks with all in favor Katie Beucher's resignation was accepted and Jay Paquette was appointed to fill the unexpired term of office.

**B. Administration of Oath of Office to Newly Appointed Board Member**

Mr. Flint being a Notary Public of the State of Florida administered the Oath of Office to Mr. Paquette and gave an overview of the Sunshine Law, public records law, and Form 1 financial disclosure form.

**C. Consideration of Resolution 2025-03 Electing Officers**

On MOTION by Mr. Beucher seconded by Mr. Clary with all in favor Resolution 2025-03 Electing Officers was approved reflecting Bud Beucher Chairman, Heather Miller Vice Chair, Michael Clary, Daniel Parks and Jay Paquette Assistant Secretaries, George Flint Secretary and Treasurer, Rich Hans Assistant Secretary and Katie Costa Assistant Treasurer.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the March 28, 2025 Board Meeting and Acceptance of the March 28, 2025 Audit Committee Meeting**

On MOTION by Ms. Miller seconded by Mr. Parks with all in favor the Minutes of the March 28, 2025 Board Meeting were approved as presented and the March 28, 2025 Audit Committee Meeting Minutes were accepted.

**FIFTH ORDER OF BUSINESS**

**Public Hearing to Consider Resolution 2025-01 Adopting Amended Rate Schedule**

Mr. Flint stated at the last Board meeting you reviewed proposed amendments to the District's rate schedule and authorized staff to advertise a rate hearing for today. The rates that are affected by this rate hearing are the RAM fee, which per the interlocal agreement with the Town increased to \$6 per month per ERU and the CIAC fee for wastewater is proposed to increase from \$4,574.25 to \$5,250. Neither fee affects any of the residents. Developments prior to customers being connected are required to pay a fee monthly per ERU for the capacity that they reserved but are not yet using. It benefits the existing customers because that is intended to

cover the fixed cost of the plant being there ready to serve them at some point in the future. It actually helps the customers that are connected to the system because there are future customers in these cases they are large developments that are paying the monthly fee to help us with costs and the contribution in aid of construction is a capital charge that is paid at the time either capacity is reserved or someone connects to the system.

There is a letter in your agenda from your Engineer with their analysis and recommendation on the increase to the \$5,250 for the CIAC. The RAM fee is being increased per the interlocal and the contribution in aid of construction fee have support from the Engineer for that recommendation.

It is a public hearing and I will open the floor for any public comment.

There being none, the public comment portion was closed and the Board took the following action.

On MOTION by Mr. Clary seconded by Ms. Miller with all in favor Resolution 2025-01 Adopting an Amended Rate Schedule was approved with an effective date of June 1, 2025.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2025-02 Approving the Proposed Fiscal Year 2026 Budget and Setting a Public Hearing**

Mr. Flint stated Resolution 2025-02 approves the proposed Fiscal Year 2026 budget and sets the public hearing for September 5, 2025. Attached as Exhibit A is the proposed budget. We expect there will be changes between now and the public hearing and you have the flexibility of doing that.

Mr. Clary stated I will be out of town on the 5<sup>th</sup> and we probably need to get pricing on the auto dialers, generators, etc. to at least understand what that impact would be to the budget.

Mr. Flint stated we did some generators on lift stations recently and it ran from \$80,000 to \$120,000 per lift station.

On MOTION by Mr. Parks seconded by Ms. Miller with all in favor Resolution 2025-02 Approving the Proposed Fiscal Year 2026 Budget and Setting the Public Hearing for September 5, 2025 at 8:00 AM at the Sales Center was approved.

Mr. Beucher stated you may want to amend the CIAC number to \$5,250.

**SEVENTH ORDER OF BUSINESS****Ratification Items:**

- A. Wastewater Capacity Commitment and Service Agreements/Authorize Release**
  - i. Watermark PUD**
  - ii. Lake Hills PUD**

Mr. Stone stated as Mr. Flint mentioned earlier in our meeting there is a wholesale agreement with the Town of Howey in the Hills whereby the CDD has agreed to provide treatment for wastewater that the Town sends us. The Town's collection system extends into both existing and new developments. The two things on the agenda today are agreements between the CDD and developers who have put up developments in the Town of Howey in the Hills. The CDD has already committed to the Town to accept a certain number of gallons of wastewater every day and in exchange the Town makes sure that the developers who are going to be using that capacity that belongs to the Town come to the CDD make sure all the technical requirements are met, make sure there is a contribution in aid of construction have been paid, make sure the planning is coordinated so the Town just doesn't provide agreement with developers to provide service, they make sure the developer has come to the CDD who is going to be providing treatment of wastewater on a wholesale basis and square those things away.

On MOTION by Mr. Clary seconded by Mr. Parks with all in favor the wastewater capacity commitment and service agreements with Watermark PUD and Lake Hills PUD were ratified.

- B. Agreement with DiBartolomeo, McBee, Hartley & Barnes, P.A. to provide Auditing Services for Fiscal Year 2024**

On MOTION by Mr. Beucher seconded by Ms. Miller with all in favor the engagement letter with DiBartolomeo McBee Hartley & Barnes P.A. to perform the Fiscal Year 2024 Audit was ratified.

**EIGHTH ORDER OF BUSINESS****Consideration of Wastewater Commitment and Service Agreement**

- A. Lake Hills Publix**
- B. Drake Point**

Mr. Flint stated there are a couple projects that have been in the process of being negotiated for wholesale wastewater service. We are asking the Board to consider these agreements and approve them in substantial form and authorize the Chair to execute them.

Mr. Stone stated this is a similar process to the way the others we considered came about. We talked about those in a prior meeting and they came back for ratification today and this is the



same thing. This is putting these on the radar and authorizing the Chair to work to finalize these agreements. One is for the portion of the development across the street where wastewater will be received from the commercial property. That was one large agreement with the District many years ago and it has been split in two pieces, one is the residential piece and that is what we approved a few minutes ago, this is the commercial piece, which is primarily for a Publix Plaza. The other agreement on the agenda is with Drake Point that is to the northwest of us past Bishops Gate and is proposed to be a residential community. Similarly the Town has decided to allocate some of the capacity they have in our treatment plant to Drake Point. I understand the agreement between the Town and Drake Point will be signed this week. The agreement to provide the capacity require that be completed within 30-days.

On MOTION by Ms. Miller seconded by Mr. Clary with all in favor the Wastewater Commitment and Service Agreements for Lake Hills Publix and Drake Point were approved in substantially final form and the Chairman was authorized to execute the final agreements.

#### **NINTH ORDER OF BUSINESS**

#### **Discussion of Emergency Protocol Communications**

This item discussed earlier in the meeting.

#### **TENTH ORDER OF BUSINESS**

#### **Staff Reports**

##### **A. Attorney**

Mr. Stone stated the legislative session has been extended and I will send out an update on whether any of the legislative changes will have a significant impact.

##### **B. Engineer**

There being no comments, the next item followed.

##### **C. Manager**

##### **i. Approval of Check Register**

Mr. Flint presented the check register from March 22, 2025 through May 18, 2025 in the amount of \$57,064.05.

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.

**iii. Presentation of Number of Registered Voters - 0**

A copy of the letter from the Supervisor of Elections indicating there are no registered voters residing in the District was included in the agenda package.

**iv. Designation of November 7, 2025 as Landowners' Meeting Date**

On MOTION by Mr. Beucher seconded by Mr. Parks with all in favor November 7, 2025 was designated as the landowners meeting date.

**D. Onsite Operations****i. Fire Hydrant Flow Test**

Mr. Flint stated this is to update the Board on the fact that we did have all the hydrants within the Mission Inn tested and they all exceeded the 500 gallons per minute.

**ELEVENTH ORDER OF BUSINESS****Supervisor's Requests and Audience Comments**

There being no comments, the next item followed.

**TWELFTH ORDER OF BUSINESS****Other Business**

There being no comments, the next item followed.

**THIRTEENTH ORDER OF BUSINESS****Next Meeting Date**

Mr. Flint stated the next meeting date is September 5, 2025 in conjunction with your budget hearing. If something comes up between now and then we will schedule a special meeting.

**FOURTEENTH ORDER OF BUSINESS****Adjournment**

On MOTION by Mr. Parks seconded by Mr. Paquette with all in favor the meeting adjourned at 9:00 a.m.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**

**FINANCIAL STATEMENTS**

**September 30, 2024**

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**FINANCIAL STATEMENTS**  
**September 30, 2024**

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INDEPENDENT AUDITORS' REPORT

To the Board of Supervisors  
Central Lake Community Development District  
Lake County, Florida

**Opinions**

We have audited the accompanying financial statements of the business-type activities of Central Lake Community Development District, Lake County, Florida ("District") as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the District as of September 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for Opinions**

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

**Responsibilities of Management for the Financial Statements**

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

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

**Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

#### **Required Supplementary Information**

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



### **Other Reporting Required by Government Auditing Standards**

In accordance with Government Auditing Standards, we have also issued our report dated June 30, 2025, on our consideration of the Central Lake Community Development District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control over financial reporting and compliance.

### **Report on Other Legal and Regulatory Requirements**

We have also issued our report dated June 30, 2025 on our consideration of the District's compliance with requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation Standards established by the American Institute of Certified Public Accountants.

*DiBartolomeo, McBee, Hartley & Barnes*

DiBartolomeo, McBee, Hartley & Barnes, P.A.  
Fort Pierce, Florida  
June 30, 2025

# **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

September 30, 2024

Our discussion and analysis of Central Lake Community Development District, Lake County, Florida ("District") financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### **FINANCIAL HIGHLIGHTS**

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$207,496.
- The change in the District's total net position in comparison with the prior fiscal year was \$47,526, an increase. The key components of the District's net position and change in net position are reflected in the table in the financial analysis section.

### **OVERVIEW OF FINANCIAL STATEMENTS**

This discussion and analysis are intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of a statement of net position, a statement of revenues, expenses and changes in net position, a statement of cash flows, and notes to the financial statements.

#### Basic Financial Statements

The basic financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. The basic financial statements report on the function of the District that is principally supported by user fees and charges.

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

The statement of revenues, expenses and changes in fund net position presents information on all revenues and expenses of the District and the change in net position.

The statement of cash flows presents information regarding changes in cash due to cash receipts and cash disbursements during the reporting period.

#### Proprietary Fund

The District maintains one type of proprietary fund, an enterprise fund. The District uses the enterprise fund to account for the operations of the water and sewer utility facilities within the District. As such it employs an economic resources measurement focus, the goal of which is to assess the change in its total economic resources over a period of time. This goal is accomplished through the use of the accrual basis of accounting, under which revenues are recorded when earned and expenses are recorded when liabilities are incurred, regardless of the timing of cash receipts and disbursements.

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
September 30, 2024

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

**FINANCIAL ANALYSIS**

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Key components of net position were as follows:

	Statement of Net Position	
	2024	2023
Current assets	\$ 478,167	\$ 486,494
Non-current assets		
Capital assets, net	2,867,148	2,823,193
Total assets	<u>3,345,315</u>	<u>3,309,687</u>
Current liabilities	117,231	100,575
Non-current liabilities	3,020,588	3,049,142
Total liabilities	<u>3,137,819</u>	<u>3,149,717</u>
Net position		
Net investment in capital assets	(181,994)	(253,385)
Unrestricted	389,490	413,355
Total net position	<u>\$ 207,496</u>	<u>\$ 159,970</u>

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

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

	Change in Net Position	
	2024	2023
Operating revenues	\$ 845,777	\$ 922,676
Operating expenses		
General and administrative	187,947	161,774
Cost of sales and services	488,475	453,201
Total operating expenses	<u>676,422</u>	<u>614,975</u>
Operating income	<u>169,355</u>	<u>307,701</u>
Non-operating		
Interest and other charges	(122,564)	(123,638)
Interest income	735	691
Total non-operating	<u>(121,829)</u>	<u>(122,947)</u>
Change in net position	47,526	184,754
Net position - beginning of year (As restated - Note D)	159,970	(24,784)
Net position - end of year	<u>\$ 207,496</u>	<u>\$ 159,970</u>

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
September 30, 2024

The District's activities reflect the operations of the water and sewer facilities within the District. The cost of operations is covered primarily by charges to customers. The increase in operating revenues is primarily the result of an increase in the contribution in aid of construction (CIAC) fees and reserve and maintenance charges. The increase in in operating expenses is primarily the result of an increase in rent, plant repair and maintenance.

**CAPITAL ASSETS**

At September 30, 2024, the District had \$2,867,149 invested in capital assets. More detailed information about the District's capital assets is presented in the notes of the financial statements.

**ECONOMIC FACTORS, NEXT YEAR'S BUDGET AND OTHER INFORMATION**

Central Lake Community Development District does not expect any economic factors to have a significant effect on the financial position or results of operations of the water and sewer operation of the District in fiscal year 2025.

**CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact Central Lake Community Development District's Finance Department at 219 East Livingston Street Orlando, Florida 32801.

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**STATEMENT OF NET POSITION**  
**September 30, 2024**

	ENTERPRISE FUND
	WATER AND SEWER
<b>ASSETS</b>	
Current Assets:	
Cash	\$ 336,246
Investments	13,667
Accounts receivable	71,036
Prepaid expenses	57,218
TOTAL CURRENT ASSETS	<u>478,167</u>
Noncurrent Assets:	
Capital Assets:	
Right to use asset	2,843,578
Equipment	421,243
Less accumulated depreciation and amortization	<u>(397,673)</u>
TOTAL NONCURRENT ASSETS	<u>2,867,148</u>
TOTAL ASSETS	<u><u>\$ 3,345,315</u></u>
<b>LIABILITIES</b>	
Current Liabilities:	
Accounts payable and accrued expenses	\$ 57,888
Other current liabilities	25,000
Unearned revenue	5,789
Lease payable	28,554
TOTAL CURRENT LIABILITIES	<u>117,231</u>
Non-current Liabilities:	
Lease payable	<u>3,020,588</u>
TOTAL LIABILITIES	<u>3,137,819</u>
<b>NET POSITION</b>	
Investment in capital assets	(181,994)
Unrestricted	<u>389,490</u>
TOTAL NET POSITION	<u><u>\$ 207,496</u></u>

The accompanying notes are an integral part of this financial statement

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
Year Ended September 30, 2024

	ENTERPRISE FUND WATER AND SEWER
<b>REVENUES</b>	
Water and sewer charges	\$ 620,069
Reservation and maintenance fees	102,944
Miscellaneous revenue	122,764
<b>TOTAL OPERATING REVENUES</b>	<b>845,777</b>
<b>OPERATING EXPENSES</b>	
General and administrative	187,947
Cost of sales and services	488,475
<b>TOTAL OPERATING EXPENSES</b>	<b>676,422</b>
<b>OPERATING INCOME</b>	<b>169,355</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>	
Interest and other charges	(122,564)
Interest income	735
<b>TOTAL NONOPERATING REVENUES (EXPENSES)</b>	<b>(121,829)</b>
<b>CHANGE IN NET POSITION</b>	<b>47,526</b>
<b>NET POSITION</b>	
Beginning of year (As restated - Note D)	159,970
End of year	<b>\$ 207,496</b>

The accompanying notes are an integral part of this financial statement

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**STATEMENT OF CASH FLOWS**  
**Year Ended September 30, 2024**

	ENTERPRISE FUND WATER AND SEWER
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Receipts from customers and users	\$ 838,204
Payments to suppliers of goods and services	(592,282)
NET CASH PROVIDED BY OPERATING ACTIVITIES	245,922
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Principal payments	(27,436)
Interest payments	(122,564)
NET CASH USED IN INVESTING ACTIVITIES	(150,000)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Purchase of fixed assets	(143,719)
Interest income	735
Sale of investments	(735)
NET CASH USED IN INVESTING ACTIVITIES	(143,719)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(47,797)
<b>CASH</b>	
Beginning of year	384,043
End of year	\$ 336,246
<b>RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	
Operating income	\$ 169,355
Add (Deduct) Items not Affecting Cash:	
Depreciation and Amortization	99,765
(Increase) Decrease in accounts receivable	(7,573)
(Increase) Decrease in prepaids	(31,163)
Increase (Decrease) in accounts payable	9,749
Increase (Decrease) in unearned revenue	5,789
NET CASH PROVIDED BY OPERATING ACTIVITIES	\$ 245,922

The accompanying notes are an integral part of this financial statement

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A- NATURE OF ORGANIZATION AND REPORTING ENTITY**

Central Lake Community Development District ("District") was created on May 11, 2001 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by Lake County Ordinance 2001-75. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the planning, maintenance and operation of a water and wastewater system within the District in accordance with powers established by Florida Statute Chapter 190.

The District is governed by the Board of Supervisors ("the District") which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. Certain District members are affiliated with Mission Inn Golf & Tennis Resort, Inc. ("Developer") at September 30, 2024.

The District has the final responsibility for:

1. Assessing and levying maintenance taxes and special assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

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

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation**

The District reports its activities and functions in an enterprise fund. The enterprise fund is used to account for the operation of a leased water and sewer utility system. The costs of providing services are recovered primarily through user charges.



**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation (continued)**

Enterprise funds are proprietary funds. The measurement focus is based upon determination of net position, financial position and changes in cash flow. The generally accepted accounting principles used are those applicable to similar businesses in the private sector, thus, these funds are maintained on the accrual basis of accounting. Enterprise funds are used to account for operations (a) that are financed and operated in a manner similar to private enterprises, where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) when the governing body has decided that periodic determination of net income is appropriate for capital maintenance, public management control, accountability, or other purposes. Revenues are recognized when earned and expenses are recognized when incurred. All assets and liabilities (whether current or noncurrent) associated with an activity are included in the statement of net position. The reported net position is segregated into net investment in capital assets, restricted and unrestricted assets.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the District's enterprise fund are charges to customers for sales and services. Operating expenses of the enterprise fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

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

**Assets, Liabilities and Net Position of Equity**

**Restricted Assets**

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

**Deposits and Investments**

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Assets, Liabilities and Net Position of Equity (continued)**

**Deposits and Investments (continued)**

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

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

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The State Board of Administration's ("SBA") Local Government Surplus Funds Trust Fund ("Florida PRIME") is a "2a-7 like" pool. A "2a-7 like" pool is an external investment pool that is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The District has reported its investment in Florida PRIME at amortized cost for financial reporting purposes.

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

**Inventories and Prepaid Items**

Inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

**Capital Assets**

Property and equipment are stated at cost. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value.

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
NOTES TO FINANCIAL STATEMENTS  
September 30, 2024

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Assets, Liabilities and Net Position of Equity (continued)**

**Capital Assets (continued)**

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

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

<u>Assets</u>	<u>Years</u>
Equipment	5

**Long-Term Obligations**

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

**Deferred Outflows/Inflows of Resources**

Deferred outflows of resources represent a consumption of net position that applies to future reporting period(s). For example, the District would record deferred outflows of resources on the statement of net position related to debit amounts resulting from current and advance refundings resulting in the defeasance of debt (i.e. when there are differences between the reacquisition price and the net carrying amount of the old debt).

Deferred inflows of resources represent an acquisition of net position that applies to future reporting period(s).

**Net Position**

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

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Assets, Liabilities and Net Position of Equity (continued)**

**Leases**

The District determines if an arrangement is a lease at inception. Lessee arrangements for governmental funds are included as right-to-use lease assets and lease liabilities in the Statement of Net Position. Lessee arrangements for proprietary funds are included as right-to-use lease assets and lease liabilities in the Statement of Net Position.

Payment for short-term leases with a lease term of twelve months or less are recognized as expenses as incurred. The District has a \$25,000 threshold, for total lease payments, for leases subject to GASB 87. Short-term leases and leases under the threshold are not included as lease liabilities or right-to-use lease assets on the Statement of Net Position. The right-to-use assets are amortized on a straight-line basis over the terms of the related leases.

**Other Disclosures**

**Use of Estimates**

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

**NOTE C – DEPOSITS AND INVESTMENTS**

**Deposits**

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

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
NOTES TO FINANCIAL STATEMENTS  
September 30, 2024

**NOTE C – DEPOSITS AND INVESTMENTS (CONTINUED)**

**Investments**

The District's investments were held as follows at September 30, 2024:

Investment	Fair Value	Credit Risk	Maturities
Investment in Local Government Surplus Funds Trust Fund (Florida PRIME)	\$ 13,667	S&P AAAm	Weighted average maturity: 39 days
Total Investments	<u>\$ 13,667</u>		

Custodial credit risk - For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk. The investments listed in the schedule above are not evidenced by securities that exist in physical or book entry form.

Credit risk - For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk - The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk - The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Fair Value Measurement - When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- Level 2: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
September 30, 2024

**NOTE C – DEPOSITS AND INVESTMENTS (CONTINUED)**

**Investments (continued)**

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. For external investment pools that qualify to be measured at amortized cost, the pool's participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the District's investments have been reported at amortized cost above.

The District participated in the following external investment pools:

The State Board of Administration for participation in the Local Government Investment Pool (Florida Prime™) created by Section 218.415, Florida Statutes is an investment pool that operates under investment guidelines established by Section 215.47, Florida Statutes. The District's investments in Florida Prime™, a qualified external investment pool, meet the requirements of GASB Statement No. 79 and are reported at amortized cost.

**NOTE D - CAPITAL ASSETS**

Capital asset activity for the fiscal year ended September 30, 2024 was as follows:

	* Balance 10/01/2023	Increases	Decreases	Balance 09/30/2024
<b>Business-type activities:</b>				
Capital assets, being depreciated				
Right to use asset	\$ 2,843,578	\$ -	\$ -	\$ 2,843,578
Equipment	277,525	143,719	7,823	413,421
Total capital assets, being depreciated	<u>3,121,103</u>	<u>143,719</u>	<u>7,823</u>	<u>3,256,999</u>
Less accumulated depreciation for:				
Right to use asset	185,451	61,817	-	247,268
Equipment	112,457	37,948	7,823	142,582
Total accumulated depreciation	<u>297,908</u>	<u>99,765</u>	<u>7,823</u>	<u>389,850</u>
Total capital assets, being depreciated - net	<u>2,823,195</u>	<u>43,954</u>	<u>-</u>	<u>2,867,149</u>
Governmental activities capital assets - net	<u>\$ 2,823,195</u>	<u>\$ 43,954</u>	<u>\$ -</u>	<u>\$ 2,867,149</u>

\* Beginning fund balance was restated. This resulted in a change in beginning capital assets of \$73,460.

Depreciation is charged to the water and sewer function.

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
NOTES TO FINANCIAL STATEMENTS  
September 30, 2024

**NOTE E – RAM FEES**

The District began assessing a \$2 per month Reserve and Maintenance (“RAM”) fee on each equivalent residential connection (“ERC”) of undeveloped lands in December 2014. The fee increased to \$4 per month in April 2016. The Board held a public hearing and adopted the fee via motion at the beginning of fiscal year 2015. The fees are to cover maintenance costs for the idle sewer plant which is not yet being used due to undeveloped units. RAM fees totaled \$102,708 during the year-end September 30, 2024, which includes a receivable balance of \$2,639.

**NOTE F – LEASES**

**Business-type Activities**

The District, as lessee, entered into an agreement to lease a water and wastewater facility from a related party. The agreement qualifies as a lease under GASB 87 and, therefore, has been recorded at the present value of future minimum lease payments as of the date of inception. In addition, in accordance with the implementation of GASB 87, the District has recorded a right-to-use asset for the leased facility.

In July 2002, the initial agreement was executed to lease a water and wastewater facility and requires 60 monthly base payments of \$15,000. In August 2006, the original lease was amended to provide the District with six optional 10-year renewals. In January 2013, the lease was amended to decrease the monthly base amount to \$12,500. The District has exercised two of the six optional renewals, and it is reasonably likely that the remaining renewal options will be exercised. The lease liability was measured at a discount rate of 4%, which is the District’s incremental borrowing rate. In addition to monthly base payments, the District recognized variable lease payments for facility maintenance costs totaling \$38,909 for the year-end September 30, 2024. As a result of the lease, the District reported a right-to-use asset with a net book value of \$2,596,310 at September 30, 2024.

The following is a summary of activity in the lease payable of the District for the year ended September 30, 2024:

	Balance 10/01/2023	Additions	Deletions	Balance 09/30/2024	Due Within One Year
Lease liability	\$ 3,076,578	\$ -	\$ 27,436	\$ 3,049,142	\$ 28,554
	<u>\$ 3,076,578</u>	<u>\$ -</u>	<u>\$ 27,436</u>	<u>\$ 3,049,142</u>	<u>\$ 28,554</u>

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE F – LEASES (CONTINUED)**

**Business-type Activities (continued)**

The annual requirements to amortize the principal and interest of the lease liability as of September 30, 2024 are as follows:

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 28,554	\$ 121,446	\$ 150,000
2026	29,717	120,283	150,000
2027	30,928	119,072	150,000
2028	32,188	117,812	150,000
2029	33,476	116,524	150,000
2030-2034	197,781	552,219	750,000
2035-2039	238,582	511,418	750,000
2040-2044	288,283	461,717	750,000
2045-2049	348,848	401,152	750,000
2050-2054	422,671	327,329	750,000
2055-2059	512,677	237,323	750,000
2060-2064	622,438	127,562	750,000
2065-2066	262,999	37,001	300,000
	<u>\$ 3,049,142</u>	<u>\$ 3,250,858</u>	<u>\$ 6,300,000</u>

**NOTE G – CONCENTRATION**

Three of the five board members are related and share an interest in the ownership and development of the District. The remaining two board members are affiliated with a major commercial landowner within the District.

**NOTE H - MANAGEMENT COMPANY**

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

**NOTE I - RISK MANAGEMENT**

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



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

To the Board of Supervisors  
Central Lake Community Development District  
Lake County, Florida

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Central Lake Community Development District, as of September 30, 2024 and for the year ended, which collectively comprise the Central Lake Community Development District's basic financial statements and have issued our report thereon dated June 30, 2025.

**Report on Internal Control Over Financial Reporting**

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

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

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

## **Report on Compliance and Other Matters**

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

## **Purpose of this Report**

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

*DiBartolomeo, McBee, Hartley & Barnes*

DiBartolomeo, McBee, Hartley & Barnes, P.A.  
Fort Pierce, Florida  
June 30, 2025

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

To the Board of Supervisors  
Central Lake Community Development District  
Lake County, Florida

We have examined Central Lake Community Development District, Lake County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

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

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

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

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

*DiBartolomeo, McBee, Hartley & Barnes*

DiBartolomeo, McBee, Hartley & Barnes, P.A.  
Fort Pierce, Florida  
June 30, 2025

Management Letter

To the Board of Supervisors  
Central Lake Community Development District  
Lake County, Florida

**Report on the Financial Statements**

We have audited the financial statements of Central Lake Community Development District as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated June 30, 2025

**Auditor's Responsibility**

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

**Other Reporting Requirements**

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards and Independent Accountants' Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 30, 2025, should be considered in conjunction with this management letter.

**Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial report.

**Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. Refer to Note A in the notes to the financial statements.

### **Financial Condition and Management**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### **Property Assessed Clean Energy (PACE) Programs**

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, the District did not authorize a PACE program pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the District's geographical boundaries during the fiscal year under audit.

### **Specific Information**

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Central Lake Community Development District reported:

- a. The total number of district employees compensated in the last pay period of the District's fiscal year as N/A.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as 6.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as N/A.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$660,221.
- e. The District does not have any construction projects with a total cost of at least \$65,000 that are scheduled to begin on or after October 1 of the fiscal year being reported.
- f. The District did not amend its final adopted budget under Section 189.016(6), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Central Lake Community Development District reported:

- a. The rate or rates of non-ad valorem special assessments imposed by the District is N/A.
- b. The total amount of special assessments collected by or on behalf of the District as N/A.
- c. The total amount of outstanding bonds issued by the District as N/A.

**Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

**Purpose of this Letter**

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

*DiBartolomeo, McBee, Hartley & Barnes*

DiBartolomeo, McBee, Hartley & Barnes, P.A.  
Fort Pierce, Florida  
June 30, 2025

## SECTION V

# SECTION A



## **RESOLUTION 2025-04**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2025, submitted to the Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Central Lake Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the proposed annual budget (the “Proposed Budget”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

**WHEREAS**, the Board set **September 5, 2025**, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### **Section 1. Budget**

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Manager and

at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. That the District Manager's Proposed Budget, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2025 and/or revised projections for Fiscal Year 2026.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for Central Lake Community Development District for the Fiscal Year Ending September 30, 2026", as adopted by the Board of Supervisors on **September 5, 2025**.
- d. The final adopted budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption.

**Section 2. Appropriations**

There is hereby appropriated out of the revenues of the Central Lake Community Development District, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL WATER & SEWER FUND	\$_____
TOTAL RAM REVENUE FUND	\$_____
TOTAL ALL FUNDS	\$_____

**Section 3. Budget Amendments**

Pursuant to Section 189.016, Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 5<sup>th</sup> day of September, 2025.

ATTEST:

**BOARD OF SUPERVISORS OF THE  
CENTRAL LAKE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

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

Its:\_\_\_\_\_

*This item will be provided under  
separate cover*

## SECTION VI

# 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 8<sup>th</sup> 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 plan 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 \$<sup>7,027.65</sup> 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 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.

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](mailto:gflint@gmscfl.com)

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

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

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

Carolyn Haslam  
Akerman LLP  
420 S. Orange Avenue, Suite 1200  
Orlando, Florida 32801  
[carolyn.haslam@akerman.com](mailto: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 5<sup>th</sup> 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.L.

Witnesses:

[Signature]  
 Printed Name: Kimberly Bussell  
 Address: 210 Henger Road  
Kissimmee, FL 34741

[Signature]  
 Printed Name: Dalimar Rivera  
 Address: 210 Henger Road  
Kissimmee, FL 34741

**DEVELOPER:**

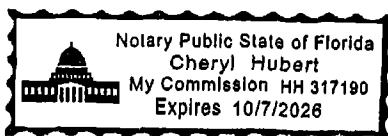
Revels Road Investors, LLC, a Florida limited liability company

By: [Signature]  
 Craig C. Harris  
 As its Manager

STATE OF FLORIDA  
 COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6<sup>th</sup> 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)



[Signature]  
 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 COMER 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 COMER 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.*

**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.

**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](mailto: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

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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 13<sup>th</sup> 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](mailto:gflint@gmscfl.com)

and: Kevin Stone  
Stone & Gerken, P.A.  
4850 N. Highway 19A  
Mount Dora, FL 32757  
[kevin@stoneandgerken.com](mailto: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](mailto:jeff@readercommunities.com)  
[dean@readercommunities.com](mailto:dean@readercommunities.com)

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

**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 Beuchee

Print Name: Bud Beuchee

Its: Chairman

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14<sup>th</sup> day of MAY, 2025, by Bud Beuchee, 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)

Jennifer M. Cotch  
Signature of Notary Public

Jennifer M. Cotch  
Name of Notary Public  
(Typed, Printed, or stamped)



**JENNIFER M. COTCH**  
Notary Public  
State of Florida  
Comm# HH233051  
Expires 3/26/2026



Witnesses:

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

DEVELOPER:

HR LAKE HILLS, LLC,  
a Delaware limited liability company

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

By: [Signature]

Dean Barberree, President

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

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".

## **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**

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.



## **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.



**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)*

<b><u>Name of Property</u></b>	<b><u>Alt Key Numbers</u></b>	<b><u>Projected FM Design Flow</u></b>	<b><u>Percentage Allocation</u></b>
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 RETIEMENT 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%
<b>Totals</b>		<b>273,050 gpd</b>	<b>100%</b>

**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%
<b>TOTAL</b>	<b>601,570</b>	<b>1,804,710</b>	<b>1,253</b>	<b>100%</b>

PEAK FLOW FACTOR                      3  
FM CAPACITY - 8 FT/S =              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.

**EXHIBIT E FORM OF**  
Certificate of Wastewater Treatment Availability  
[following pages]

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

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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](mailto: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

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BY:  
CHAIRMAN / DISTRICT MANAGER



## PERFORMANCE GUARANTY

This **PERFORMANCE GUARANTY** (this "Guaranty"), dated as of May 13, 2025, is made by **READER & PARTNERS, LLC**, a Florida limited liability company ("Guarantor"), in favor and for the benefit of **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**, a Florida unit of local government ("District"), in connection with the **WASTEWATER CAPACITY COMMITMENT AND SERVICE AGREEMENT** for the **LAKE HILLS PUD** (the "Underlying Agreement"), by and between **HR LAKE HILLS, LLC**, a Delaware limited liability company ("Performing Party"), and District.

Guarantor is an affiliate of Performing Party. In consideration of the substantial direct and indirect benefits derived by Guarantor from the transactions under the Underlying Agreement, and in order to induce District to enter into the Underlying Agreement with Performing Party, Guarantor hereby agrees as follows:

1. Guaranty.

(a) Guarantor hereby guarantees to District the timely performance of all of Performing Party's present and future obligations under and in connection with the Underlying Agreement (the "Performing Party Obligations"). **Notwithstanding anything else contained herein, the obligations of the Guarantor under this Guaranty shall terminate, and this Guaranty shall be of no further force and effect, upon the acceptance of the District of the Transmission Upgrades as described in the Underlying Agreement.**

(b) If Performing Party fails to perform any Performing Party Obligations, and both the Performing Party and Guarantor have been provided with notice and the opportunity to cure such failure as provided in the Underlying Agreement, then Guarantor shall immediately on District's demand perform or procure performance of such Performing Party Obligations. Guarantor's obligations under this provision shall be subject to any materiality or other qualifications on Performing Party's obligations set forth in the Underlying Agreement.

2. District Protections.

(a) Guaranty Absolute and Unconditional. Guarantor agrees that its obligations under this Guaranty are irrevocable, continuing, absolute, and unconditional and shall not be reduced, discharged or otherwise adversely affected by, and Guarantor hereby irrevocably waives any defenses to enforcement it may have (now or in the future) by reason of:

(i) any written, legally binding arrangement made between the Performing Party and the District;

(ii) any alteration in the Performing Party Obligations resulting from a fully executed addendum or modification of the Underlying Agreement, as set forth in Section 4, or otherwise;

(iii) the District's waiver, forbearance, or failure to assert any claim or demand or to exercise or enforce any right or remedy under the Underlying Agreement or otherwise;

(iv) ;

(v) any legal limitation, disability, incapacity or other circumstances affecting Performing Party or any of its personnel providing the services that make up the Performing Party Obligations; or

(vi) any change, restructuring or termination of the corporate structure, ownership or existence of Guarantor or Performing Party or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Performing Party or its assets or any resulting restructuring, release or discharge of any Performing Party Obligations.

(b) Immediate Demand. Provided notice of any default by the Performing Party was properly provided as set forth in the Underlying Agreement, Guarantor waives any right it may have to require District or any agent or trustee on District's behalf to proceed against or enforce any other right against any person before claiming from Guarantor under this Guaranty.

3. Certain Waivers; Acknowledgments. Guarantor further acknowledges and agrees as follows:



(a) Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Performing Party Obligations, until the complete, irrevocable and indefeasible satisfaction in full of the Performing Party Obligations.

(b) This Guaranty is a guaranty of performance. District shall not be obligated to enforce or exhaust its remedies against Performing Party or under the Underlying Agreement before proceeding to enforce this Guaranty.

(c) This Guaranty is a direct guaranty and independent of the obligations of Performing Party under the Underlying Agreement. District may resort to Guarantor for performance of the Performing Party Obligations whether or not District has proceeded against Performing Party or any other guarantors with respect to the Performing Party Obligations. District may, at District's option, proceed against Guarantor and Performing Party jointly and severally or against Guarantor only without having obtained a judgment against Performing Party.

(d) In regard to any obligation in the Underlying Agreement to provide easements over, across or through land owned by the Performing Party, the Guarantor cannot independently perform such obligations but agrees to use diligent effort to secure such easements in the event the failure to provide such easements are the basis of the District's demand for performance under this Guaranty.

4. Modification of the Underlying Agreement. Guarantor authorizes Performing Party and District to make any addendum or modification to the Underlying Agreement in accordance with the terms of the Underlying Agreement, and acknowledges and agrees that any performance under any fully executed addendum or modification shall be subject to the terms of this Guaranty and, among other things, guaranteed by the Guarantor in accordance with the terms of this Guaranty.

5. Representations and Warranties. To induce District to enter into the Underlying Agreement, Guarantor represents and warrants that: (a) Guarantor is a duly organized and validly existing Florida limited liability company in good standing under the laws of the jurisdiction of its organization; (b) this Guaranty constitutes Guarantor's valid and legally binding agreement in accordance with its terms; (c) the execution, delivery and performance of this Guaranty have been duly authorized by all necessary action and will not violate any order, judgment or decree to which Guarantor may be subject; and (d) Guarantor is currently solvent and will not be rendered insolvent by providing this Guaranty.

6. Notices. All notices, requests, consents, demands and other communications hereunder (each, a "Notice") shall be in writing and delivered to the parties at the addresses set forth below or to such other address as may be designated by the receiving party in a Notice given in accordance with this section. All Notices shall be delivered by personal delivery, email (if an email address is given), nationally recognized overnight courier, or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Guaranty, a Notice is effective only (a) with written confirmation of delivery or transmission; (b) upon receipt of the receiving party; and (c) if the party giving the Notice has complied with the requirements of this section.

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

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

7. Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Guarantor may not, without the prior written consent of District, assign any of its rights, powers or obligations hereunder. Any attempted assignment in violation of this section shall be null and void.

8. Governing Law; Waiver of Jury Trial. This Guaranty shall be governed by and construed under the laws of Florida. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY OF THE OBLIGATIONS HEREUNDER.

9. Cumulative Rights. Each right, remedy and power hereby granted to District or allowed it by applicable law or other agreement shall be cumulative and not exclusive of any other and may be exercised by District at any time or from time to time.

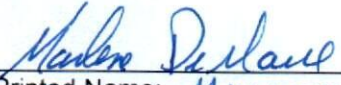
10. Severability. If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

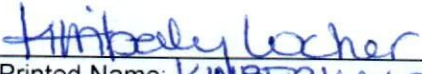


11. Entire Agreement; Amendments; Headings; Effectiveness. This Guaranty constitutes the sole and entire agreement of Guarantor and District with respect to the subject matter hereof and supersedes all previous agreements or understandings, oral or written, with respect to such subject matter. No amendment or waiver of any provision of this Guaranty shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Guaranty. Delivery of this Guaranty by facsimile or in electronic (i.e., pdf or tif) format shall be effective as delivery of a manually executed original of this Guaranty.

**IN WITNESS WHEREOF**, Guarantor has executed this Performance Guaranty as of the date set forth above.


Witnesses to Guarantor:

  
Printed Name: MATTHEW DEMME  
Address: 5850 T.G. Lee  
Orlando, FL 32822

  
Printed Name: KIMBERLY LOCHER  
Address: 5850 T.G. Lee Blvd #200  
Orlando FL 32822

GUARANTOR

**READER & PARTNERS, LLC,**  
a Florida limited liability company

By:   
Dean Barberree, President

**CENTRAL LAKE COMMUNITY DEVELOPMENT  
DISTRICT**

By:   
Name: Bud Beucher  
Title: Chair



***Central Lake***  
***Community Development District***

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

**CERTIFICATE OF WASTEWATER TREATMENT AVAILABILITY**  
**ISSUED TO**  
**HR LAKE HILLS FOR LAKE HILLS RESIDENTIAL**  
**DATED JUNE 4, 2025**

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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 13, 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](mailto: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 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:   
George S. Flint  
District Manager

Date: June 4, 2025



## SECTION 3



**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 18<sup>th</sup> day of July, 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 **\$2,616.25 (representing fees through July, 2025)** 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](mailto:gflint@gmscfl.com)

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

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

Damon L Carroll  
Printed Name: Damon L Carroll  
Address: 4850 N. Hwy 19A  
mt Dora, FL 32757  
Jennifer M Cotch  
Printed Name: Jennifer M. Cotch  
Address: 4850 N Hwy 19A  
mt DORA, FL 32757

DISTRICT:

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

By: Bud Baucher  
Print Name: Bud Baucher  
Its: Chairman

STATE OF FLORIDA  
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 18 day of July, 2025, by [Bud Baucher, as  
Chairman] 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)



**JENNIFER M. COTCH**  
Notary Public  
State of Florida  
Comm# HH233051  
Expires 3/26/2026

Jennifer M Cotch  
Signature of Notary Public

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

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_



Witnesses:

*Alec Martorana*  
Printed Name: **Alec Martorana**  
Address: 3300 Publix Corporate Parkway  
Lakeland, FL 33811

*Courtney Charneco*  
Printed Name: **Courtney Charneco**  
Address: 3300 Publix Corporate Parkway  
Lakeland, FL 33811

**DEVELOPER:**

**PUBLIX SUPER MARKETS, INC.**, a Florida corporation

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

STATE OF FLORIDA  
COUNTY OF *Polk*

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this *10th* day of *July*, 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.



VICKI BREKKE  
Commission # HH 608727  
Expires December 26, 2028

*Vicki Brekke*  
Signature of Notary Public

**Vicki Brekke**  
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**





**MADDEN**  
CIVIL ENGINEERS  
441 E. 1st Avenue  
Suite 200  
Miami, FL 33133  
(305) 594-3333  
FAX (305) 594-3333

FLORIDA

LAKE HILLS MAIN BLVD. & MASS GRADING

FOR

# OVERALL PUD PLAN

READER & PARTNERS, LLC  
3800 13th Avenue, Suite 200  
Miami, FL 33133  
(305) 441-4444

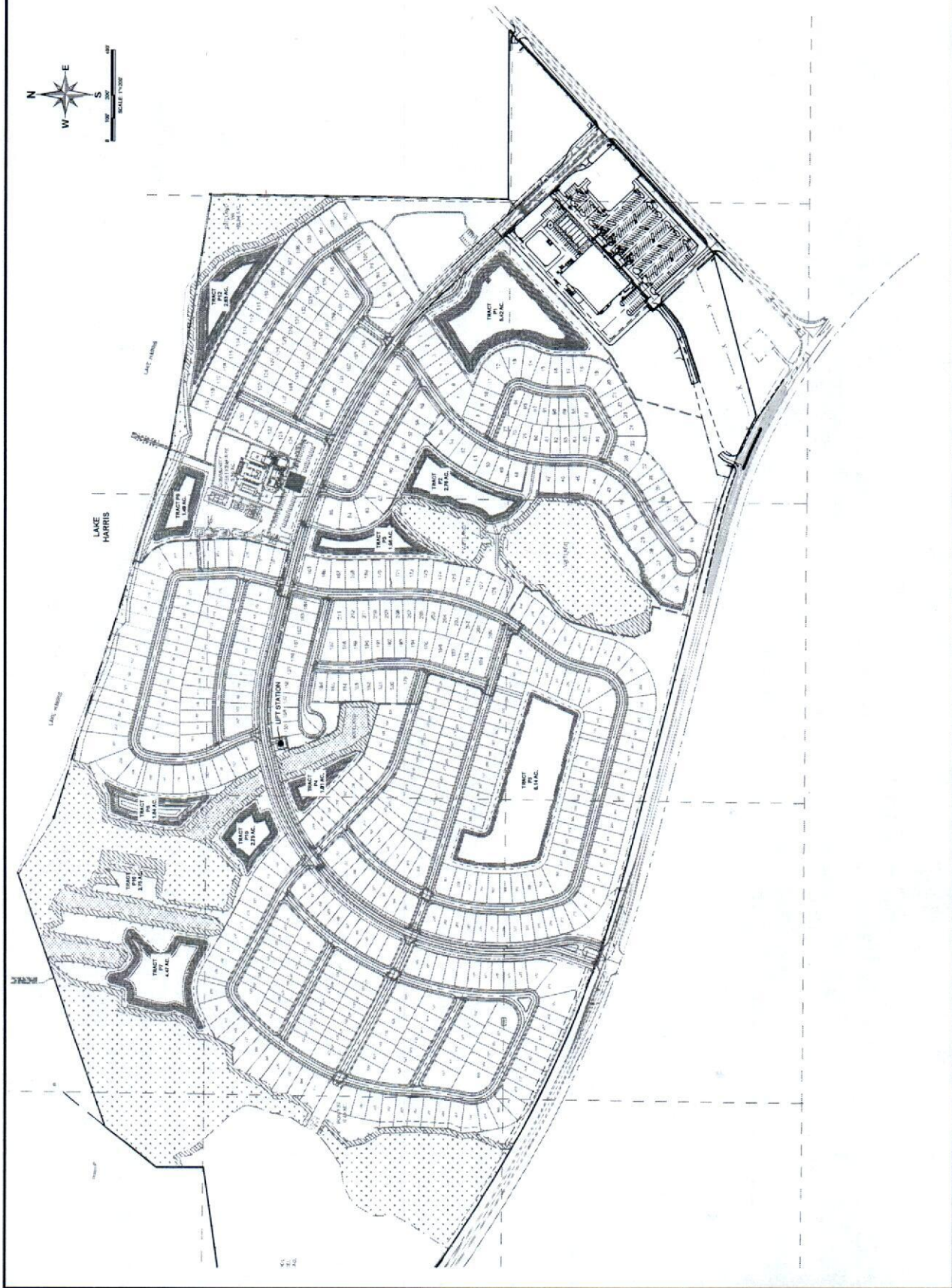
DATE	REVISIONS



DATE: 2/28/11  
DATE: 6/27/11  
DATE: 10/1/11  
DATE: 10/1/11  
DATE: 10/1/11  
DATE: 10/1/11  
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DATE: 10/1/11  
DATE: 10/1/11  
DATE: 10/1/11

PROJECT NO.: 11-0001  
SHEET NO.: 1001  
SHEET TOTAL: 1001  
DATE: 10/1/11  
DATE: 10/1/11  
DATE: 10/1/11  
DATE: 10/1/11  
DATE: 10/1/11  
DATE: 10/1/11  
DATE: 10/1/11  
DATE: 10/1/11  
DATE: 10/1/11  
DATE: 10/1/11

EXHIBIT



## **EXHIBIT "C"**

### **General Description of the On-Site System**





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

WINDCREST DEVELOPMENT GROUP, INC.  
805 E. HODGSON ST., SUITE 340  
OLYMPIA, WA 98501  
425-219-3540

[illegible]

JOB # 22041  
 DATE 08/06/24  
 NAME NAVO BB  
 DESIGNED BY KOS  
 DRAWN BY JAS  
 PROJECT NO 11581

[illegible]

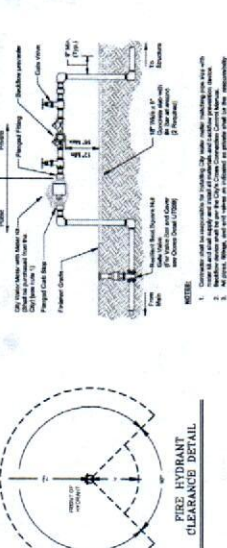
**LEGEND**

EXISTING	PROPOSED
BOUNDARY	_____
RIGHT OF WAY (MAJOR)	_____
RIGHT OF WAY (MINOR)	_____
TRACT LINE	_____
UTILITY (EASEMENT) (L)	_____
DRAINAGE EASEMENT (R)	_____
EASEMENT (OTHER)	_____
TOP OF BANK	_____
TOP OF SLOPE	_____

# WATER NOTES

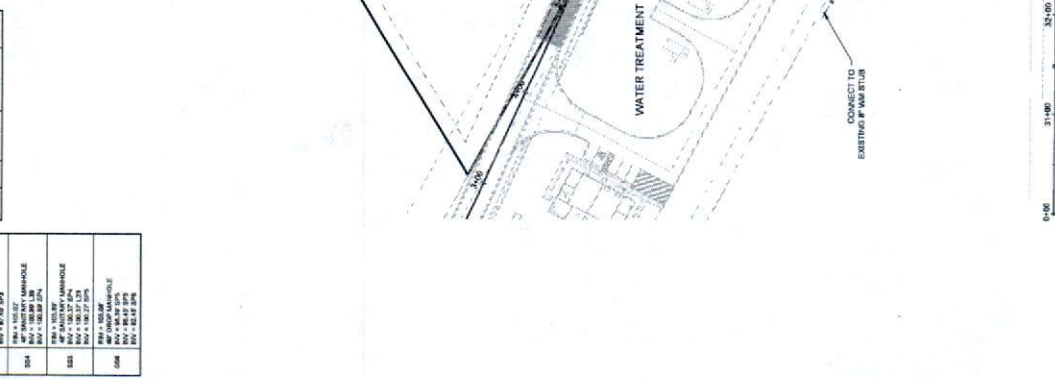
1. FIRE DEPARTMENT CONNECTION

- NOTE: FININGS DESIGNED BY OTHERS, SHOWN FOR INFORMATIONAL PURPOSES ONLY.)
2. POST INDICATOR VALVE
  3. F FRY HYDRAUNT ASSEMBLY
  4. F FRY 4.8" TEE
  5. F FRY 3.0" X 6" TEE
  6. F FRY 3.0" X 6" TEE
  7. WATER METER WITH 4" BPP
  8. F MASTER METER ASSEMBLY
  9. F BPP BEND
  10. F 4.8" BEND
  11. F 3.0" BEND
  12. F 3.0" BEND
  13. F GATE VALVE

[illegible]

PIPE DATA			
NAME	SIZE	MATERIAL	PIPE LENGTH SLOPE
LA11	8"	PVC	57' 0.88%
LA12	8"	PVC	82' 0.34%
SP1	8"	PVC	277' 0.40%
BP2	8"	PVC	179' 2.63%
SP3	8"	PVC	238' 0.40%
SP4	8"	PVC	138' 0.40%
SP5	8"	PVC	142' 1.24%
SP6	8"	PVC	248' 2.25%

SANITARY STRUCTURE DATA	
NO.	STRUCTURE
S31	38" SANITARY MANHOLE ELEV = 103.00 LAT1 SIN = 102.00 SP1
S32	38" SANITARY MANHOLE ELEV = 103.81 SIN = 101.79 SP1 SIN = 101.79 SP1 SIN = 101.79 LAT2 SIN = 101.80 SP2
S33	38" SANITARY MANHOLE ELEV = 105.49 SIN = 97.50 SP2



**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	\$ 77,556
General Retail	SF	10,500	0.1600	1,680	6.72	\$ 35,280
Outparcel A						
Convience Store	SF	5,000	0.1600	800	3.20	\$ 16,800
Outparcel B						
Restaurant (Fast Food)	SEAT	250	25	6,250	25.00	\$ 131,250
Outparcel C						
General Retail	SF	6,000	0.1600	960	3.84	\$ 20,160
Outparcel D						
General Retail	SF	25,000	0.1600	4,000	16.00	\$ 84,000
Totals				17,383	69.53	\$ 365,046
				Rounded To	70.00	\$ 367,500

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 = \$5,250.00



	ERU COUNT	70	Annual Interest Rate (RAM)				5%	
DATE	PREV PRIN BAL	INT. RATE	INT	ERU	RAM/ERU	RAM	NEW PRIN TOTAL	NEW TOTAL
2/1/2025	\$ -	0.417%		70.00	\$ 6.00	\$ 420.00	\$ 420.00	\$ 420.00
3/1/2025	\$ 420.00	0.417%	1.75	70.00	\$ 6.00	\$ 420.00	\$ 840.00	\$ 841.75
4/1/2025	\$ 840.00	0.417%	3.50	70.00	\$ 6.00	\$ 420.00	\$ 1,260.00	\$ 1,265.25
5/1/2025	\$ 1,260.00	0.417%	5.25	70.00	\$ 6.00	\$ 420.00	\$ 1,680.00	\$ 1,690.50
6/1/2025	\$ 1,680.00	0.417%	7.00	70.00	\$ 6.00	\$ 420.00	\$ 2,100.00	\$ 2,117.50
6/2/2025	\$ 2,100.00	0.417%	8.75	70.00	\$ 7.00	\$ 490.00	\$ 2,590.00	\$ 2,616.25
							<b>Total RAM:</b>	<b>\$ 2,616.25</b>
							<b>CIAC PER ERU</b>	<b>\$ 5,250.00</b>
							<b>TOTAL CIAC</b>	<b>\$ 367,500.00</b>
For issuance of certificate please pay:								
								<b>\$ 370,116.25</b>



**Exhibit “E”**

**Form of Certificate of Wastewater Treatment Availability**

*Central Lake*  
*Community Development District*

---

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

**CERTIFICATE OF WASTEWATER TREATMENT AVAILABILITY  
ISSUED TO  
PUBLIX SUPER MARKETS, INC FOR LAKE HILLS PUBLIX  
DATED JULY 18, 2025**

---

This Certificate of Wastewater Treatment Availability ("Certificate") is issued by the **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT** ("CDD") to **PUBLIX SUPER MARKETS, INC.** ("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 July 18, 2025 (the "Reservation Agreement").

- Lake County Property Appraiser Parcel Number ID#: 232025000400001600
- Project Name: **Lake Hills Publix**
- Developer Contact Information:

C. Graham Carothers, Jr.  
Trenam Law  
200 Central Avenue, Suite 1600  
St. Petersburg, FL 33701  
727-820-3957  
[GCarothers@trenam.com](mailto:GCarothers@trenam.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 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 17,383 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 70 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 70 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:   
George S. Flint  
District Manager

Date: July 18, 2025



## SECTION 4



## WASTEWATER CAPACITY COMMITMENT AND SERVICE AGREEMENT (DRAKE POINT)

This **WASTEWATER CAPACITY COMMITMENT AND SERVICE AGREEMENT** (the "Agreement" or "Reservation Agreement") is entered into this 9<sup>th</sup> day of June, 2025 (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](mailto:gflint@gmscfl.com)

and: Kevin Stone  
Stone & Gerken, P.A.  
4850 N. Highway 19A  
Mount Dora, FL 32757  
[kevin@stoneandgerken.com](mailto: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: Bud Beucher

Print Name: Bud Beucher

Its: Chairman CLCD

STATE OF FLORIDA  
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9<sup>th</sup> day of June, 2025, by [Bud Beucher] as [Chairman CLCD] for 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: \_\_\_\_\_

**DEVELOPER:  
GPK HARRIS LAKE LLC**

Witnesses:

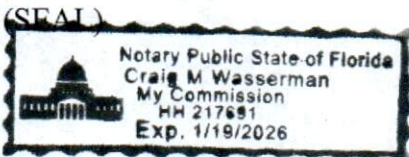
[Signature]  
Printed Name: ZHAN LI  
Address: 8615 Commodity Circle  
Orlando, FL 32819

By: [Signature]  
SEIN ZHANG  
As its Manager

[Signature]  
Printed Name: Jeffrey Eng  
Address: 8615 Commodity Circle, STE 17  
Orlando, FL 32819

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 22 day of May, 2025, by [Sein Zhang] as [Mgr.]  
for GPK HARRIS LAKE LLC, a Florida Limited Liability Company



[Signature]  
Signature of Notary Public  
Craig Wasserman  
Name of Notary Public  
(Typed, Printed, or stamped)

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_



## EXHIBIT "A"

### legal description of Property

A PARCEL OF LAND LYING IN SECTION 15 AND 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT NORTH QUARTER CORNER OF SAID SECTION 22 FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°14'57" WEST ALONG THE SOUTH LINE OF THAT CERTAIN QUIT CLAIM DEED, RECORDED IN OFFICIAL RECORDS BOOK 5263, PAGE 681, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, 670.22 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 48; THENCE RUN THE FOLLOWING 4 COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 23°24'43" WEST, 11531.02 FEET; THENCE RUN SOUTH 66°37'55" WEST, 16.97 FEET; THENCE RUN NORTH 20°18'28" WEST, 226.54 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 48, RUN THE FOLLOWING 3 COURSES ALONG THE EAST RIGHT-OF-WAY LINE OF LIME AVENUE: NORTH 20°34'23" WEST, 201.94 FEET; THENCE RUN NORTH 20°00'00" WEST, 317.00 FEET; THENCE RUN NORTH 19°50'21" WEST, 405.58 FEET TO THE NORTH LINE OF QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 4470, PAGE 2292 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 69°59'13" EAST, ALONG SAID NORTH LINE, 210.05 FEET TO THE EAST LINE OF SAID QUIT CLAIM DEED; THENCE RUN SOUTH 19°51'32" EAST, ALONG SAID EAST LINE, 406.34 FEET TO THE SOUTHWEST CORNER OF LOT 3, A.J. PHARES YALAHIA SUBDIVISION AS REFERENCED ON THE MAP OF DRAKE POINT PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 19 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 70°07'30" EAST, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 622.19 FEET TO THE WEST LINE OF THE CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4452, PAGE 673 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 02°08'18" EAST, ALONG SAID WEST LINE, 961.62 FEET TO A POINT ON THE 62.5 FOOT CONTOUR LINE, BEING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "SAFE UPLAND" LINE OF THE WATERS OF LAKE HARRIS; THENCE RUN ALONG SAID "SAFE UPLAND" LINE CONTOUR BEING APPROXIMATED BY THE FOLLOWING COURSES: SOUTH 48°13'31" EAST, 171.61 FEET, SOUTH 30°28'21" EAST, 198.50 FEET, SOUTH 89°28'36" EAST, 214.54 FEET, SOUTH 75°33'09" EAST, 163.02 FEET, SOUTH 64°37'20" EAST, 195.83 FEET, SOUTH 81°24'01" EAST, 185.82 FEET, SOUTH 83°21'55" EAST, 150.78 FEET, NORTH 82°35'47" EAST, 145.75 FEET, NORTH 88°37'02" EAST, 289.27 FEET, NORTH 82°48'31" EAST, 99.43 FEET, SOUTH 72°51'05" EAST, 124.28 FEET, SOUTH 49°04'35" EAST, 589.31 FEET, SOUTH 68°28'09" EAST, 696.95 FEET, SOUTH 83°52'42" EAST, 390.31 FEET, NORTH 79°30'03" EAST, 312.29 FEET, SOUTH 77°09'39" EAST, 405.31 FEET, SOUTH 64°24'04" EAST, 290.41, SOUTH 18°43'07" EAST, 72.17 FEET, SOUTH 32°23'54" WEST, 158.54 FEET, SOUTH 47°59'25" WEST, 306.08 FEET, SOUTH 34°28'28" WEST, 160.69 FEET, SOUTH 22°19'42" WEST, 170.42 FEET, SOUTH 02°47'59" EAST, 173.67 FEET, SOUTH 24°39'51" WEST, 379.39 FEET, SOUTH 20°53'09" WEST, 129.67 FEET, SOUTH 10°47'41" WEST, 262.36 FEET, SOUTH 04°51'48" WEST, 356.75 FEET, SOUTH 06°43'37" WEST, 125.96 FEET, POINT BEING 100.00 FEET EASTERLY OF THE NORTHEAST CORNER OF THE AFORESAID SECTION 22; THENCE RUN NORTH 89°32'11" WEST, 100.00 FEET TO THE NORTHEAST CORNER OF THE AFORESAID SECTION 22; THENCE RUN NORTH 89°32'11" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1,350.44 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 40°37'42" WEST, 872.91 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 89°23'03" WEST, ALONG SAID SOUTH LINE, 73.32 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN SOUTH 01°02'44" WEST, THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 666.91 FEET TO THE SOUTHEAST CORNER OF SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 89°13'56" WEST ALONG THE SOUTH LINE OF SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 47.47 FEET TO THE CENTERLINE OF A DITCH, THENCE RUN THE FOLLOWING 7 COURSES ALONG THE CENTERLINE OF SAID DITCH: SOUTH 31°25'16" WEST, 1.75 FEET, SOUTH 62°36'34", 98.86', SOUTH 34°07'05" WEST, 113.15 FEET, SOUTH 67°31'03" WEST, 41.43 FEET, SOUTH 72°42'59" WEST, 159.42, SOUTH 65°14'08" WEST, 143.37 FEET, SOUTH 76°24'55" WEST, 72.29 FEET TO A POINT ON THE AFORESAID EAST RIGHT-OF-WAY OF COUNTY ROAD 48, SAID POINT IS LYING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 5679.57 FEET, A CENTRAL ANGLE OF 03°34'40", AN ARC LENGTH OF 354.66 FEET, A CHORD LENGTH OF 354.60 FEET, AND A CHORD BEARING OF NORTH 24°58'35" WEST TO A POINT; THENCE RUN NORTH 23°24'43" WEST, NON-TANGENT TO SAID CURVE, 677.51 FEET TO THE NORTH LINE OF TRACT "E", A REPLAT OF DRAKE POINT PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 63A AND 63B OF SAID PUBLIC RECORDS THENCE RUN SOUTH 89°52'25" EAST, ALONG SAID NORTH LINE, 360.53 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 01°07'49" EAST, 49.93 FEET TO THE SOUTH LINE OF TRACT "D", A REPLAT OF DRAKE POINT PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 63A AND 63B OF THE PUBLIC RECORDS; THENCE RUN NORTH 89°51'45" WEST ALONG THE SOUTH LINE OF SAID TRACT "D", 383.19 FEET TO THE AFORESAID EAST RIGHT-OF-WAY OF COUNTY ROAD 48; THENCE RUN NORTH 23°24'43" WEST, 691.61 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN LAKE COUNTY, FLORIDA AND CONTAINS 293.810 ACRES MORE OR LESS.

TOGETHER WITH:

#### LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF YALAH AVENUE AND A PORTION OF LOT 10 OF THE PLAT OF COLUM, TRIST AND BRINGIER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 65, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, ALSO BEING THE SOUTHWEST CORNER OF LOT 5 OF SAID PLAT OF COLUM, TRIST AND BRINGIER SUBDIVISION; THENCE RUN SOUTH 89°23'03" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 73.32 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 40°37'42" WEST, 115.06 FEET TO A POINT LYING ON THE WEST LINE OF AFORESAID LOT 10; THENCE RUN NORTH 01°02'44" EAST, ALONG SAID WEST LINE, 88.13 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN LAKE COUNTY, FLORIDA AND CONTAINS 0.074 ACRES, (3,230.8 SQUARE FEET) MORE OR LESS.

## **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**

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.



### **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



***Central Lake***  
***Community Development District***

---

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

**CERTIFICATE OF WASTEWATER TREATMENT AVAILABILITY**  
**ISSUED TO**  
**GPK HARRIS LAKE LLC FOR DRAKE POINT**  
**DATED JUNE 4, 2025**

---

This Certificate of Wastewater Treatment Availability ("Certificate") is issued by the **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT** ("CDD") to **GPK HARRIS LAKE 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 23, 2025 (the "Reservation Agreement").

- Lake County Property Appraiser Parcel Number ID#'s: 15-20-25-0100-00B-00004; 15-20-25-0200-000-00303; 15-20-25-0105-000-03801; 15-20-25-0200-000-00100 15-20-25-0200-000-00200; 15-20-25-0100-00B-00002; 15-20-25-0105-000-03800; 15-20-25-0105-000-03802; 15-20-25-0100-00B-00000; 15-20-25-0100-00B-0001; 15-20-25-0100-00B-00005; 22-20-25-0001-000-01300; 22-20-25-0001-000-01200; 15-20-25-0100-00B-00006; 15-20-25-0200-000-00304; 15-20-25-0100-00A-0001; 15-20-25-0100-00B-00008; 15-20-25-0100-00D-00000; 15-20-25-0100-00B-0009; 22-20-25-0001-000-02400
- Project Name: **DRAKE POINT**
- Developer Contact Information:

GPK Harris Lake LLC  
c/o Sen Zhang  
8615 Commodity Cir., Ste 17  
Orlando, FL 32819  
(646) 520-5098  
sz@gpkholdings.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 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 131,250 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.
- The Contributions in Aid of Construction have been paid in accordance with the Reservation Agreement, based on a calculation that the project proposed by the Developer will require up to 525 ERUs of wastewater capacity, and pursuant to the payment schedule outlined in Addendum 1 of 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:   
George S. Flint  
District Manager

Date: June 4, 2025



## SECTION B





UTILITY REPAIR EXPERTS  
115 Sourwood Lane, Ste D  
Groveland, FL 34736  
Phone – (352) 638-0416

# Quote

Date: May 22, 2025  
Quote#748  
Expiration Date: June 25, 2025

**Mission Inn**  
**Phase 1 Frozen Grove WWTP**  
**Plan to Convert Old WWTP into Aerated Sludge Tank**

Qty.	Description	Unit Price	Line Total
1	<b>Labor-</b> Excavate existing influent main – connect the existing 6" PVC waste sludge main to the existing influent 8" main that goes to the old plant.		\$6,770
	<b>Parts-</b> (1) 8-inch 90, (1) 8"X6" reducer (1) 8-inch cap, (1) 6" 90, 30 feet of 6" C-900 Pipe, (3) 8" mega lug and bolt kits, (2) 6" mega lug and bolt kits		
1	<b>Labor -</b> Utilize portable pump to drain (rainwater) from AER#1 & CCT at old plant to the Perc Pond		\$1,500
1	<b>Labor-</b> Remove existing 1" RPZ backflow, install new Wilkins RPZ 1" back flow, replumb back flow assembly using schedule 80 pipe and fittings.		\$1,900
	<b>Parts-</b> (4) 1" 90's, (2) 1" unions, misc. pipe and fittings, 1" Wilkins RPZ		
1	<b>Labor-</b> Demo and remove existing chlorine shed, vegetation, sandbags, and other debris from the old WWTP.		\$1,500
1	<b>Labor-</b> Drain water and remove Hydro Screen from old plant utilizing crane truck, install guard rails at old plant where hydro screen was removed		\$2,500
		<b>Subtotal</b>	
		<b>Sales Tax</b>	
		<b>Total</b>	\$14,170

Quotation prepared by: *Steve Guba*

To accept this quotation, sign here and return: \_\_\_\_\_

*Thank you for your business!*

*Utility Repair Experts 115 Sourwood Lane, Ste D, Groveland, FL 34736*

*License # CUC1226232*



UTILITY REPAIR EXPERTS  
115 Sourwood Lane, Ste D  
Groveland, FL 34736  
Phone – (352) 638-0416

# Quote

**Mission Inn**  
**Phase 2 Frozen Grove WWTP**  
**Plan to Convert Old WWTP into Aerated Sludge Tank**

Date: June 5, 2025  
Quote#1094  
Expiration Date: July 4, 2025

Qty.	Description	Unit Price	Line Total
1	<b>Labor-</b> Remove approximately 3-feet of sludge from the bottom of AER#1 and CCT tanks. Sludge hauler will haul and dispose of sludge at their facility.		\$7,832
1	<b>Labor –</b> Clean interior walls of AER# 1 and CCT. Repair and seal all cracks and weeps from the inside of the AER#1 and CCT.		\$2,500
1	<b>Labor-</b> Remove and check the existing aeration diffusers in AER#1, clean or replace diffusers as needed to provide aeration to AER#1.		\$4,000
1	<b>Labor-</b> Saw cut a 12" diameter or 12" square opening for sludge in AER#1 to overflow into CCT. Opening shall be 18" below top of the walkway.		\$2,500
1	<b>Labor-</b> Plug off the 12" wastewater transfer pipe from AER#1 to AER#2.		\$500
1	<b>Labor-</b> Plug off 6" supernatant pipe from the digester to AER#1.		\$500
1	<b>Labor-</b> Plug off the 10" effluent pipe from the CCT to the perc pond.		\$500
1	<b>Labor-</b> Demo and remove 3 concrete wall baffles in the CCT at the old plant.		\$4,500
1	<b>Labor-</b> Extend the existing 8" influent line down to within 2" of the bottom of the AER#1. Fabricate pipe supports.		\$4,000
Subtotal			
Sales Tax			
Total			\$26,832

Quotation prepared by: *Steve Guba*

To accept this quotation, sign here and return: \_\_\_\_\_

*Thank you for your business!*

*Utility Repair Experts 115 Sourwood Lane, Ste D, Groveland, FL 34736. License # CUC1226232*



UTILITY REPAIR EXPERTS  
115 Sourwood Lane, Ste D  
Groveland, FL 34736  
Phone – (352) 638-0416

# Quote

**Mission Inn**  
**Phase 3 Frozen Grove WWTP**  
**Plan to Convert Old WWTP into Aerated Sludge Tank**

Date: June 10, 2025  
Quote#1097  
Expiration Date: July 10, 2025

Qty.	Description	Unit Price	Line Total
2	<b>Labor-</b> Remove and replace (2) Roots blowers, (2) 7.5 HP Westinghouse motors, and new belts.		\$17,396
2	<b>Labor</b> – Install (2) new Goulds submersible pumps in the CCT. Install a rail system and base elbows inside the CCT for the supernatant pumps. Install 4 floats and a float rack. Install approximately 80' of 4-inch discharge piping connecting into the existing 4-inch force main. Install a fiberglass valve vault that is pre-plumbed with (2) check valves and (2) gate valves.		\$46,871
1	<b>Labor-</b> Remove and replace supernatant control panel		\$23,393
1	<b>Labor-</b> Install Hydro screen from the old WWTP to the new WWTP. Adjust handrails. Fabricate Hydro screen to have the inlet pipe on the left side. Fabricate an aluminum chute for screenings.		\$10,544
1	<b>Labor-</b> Install a concrete dumpster pad at the new WWTP. A drain will be installed in the center of the pad and drain to the new lift station.		\$2,200
1	<b>Labor-</b> Install a lift station adjacent to the dumpster pad. Install 120v power. Install a force main from the lift station to the reactor tank.		\$8,140
		<b>Subtotal</b>	
		<b>Sales Tax</b>	
		<b>Total</b>	\$108,544

Quotation prepared by: *Steve Guba*

To accept this quotation, sign here and return: \_\_\_\_\_

*Thank you for your business!*

*Utility Repair Experts 115 Sourwood Lane, Ste D, Groveland, FL 34736. License # CUC1226232*





UTILITY REPAIR EXPERTS  
115 Sourwood Lane, Ste D  
Groveland, FL 34736  
Phone – (352) 638-0416

# Quote

**Mission Inn**  
**Phase 4 Frozen Grove WWTP**  
**Plan to Convert Old WWTP into Aerated Sludge Tank**

Date: July 17, 2025  
Quote#1140  
Expiration Date: August 18, 2025

Qty.	Description	Unit Price	Line Total
1	<b>Labor-</b> Excavate approximately 5' deep. Expose the force main and tee for the supernatant line coming from the old WWTP. Coordinate a temporary force main shut down with General Utilities. Disconnect and cap off the 4-inch PVC supernatant return line from the 10-inch influent force main. Restore flow to the force main when complete. Backfill excavation		\$4,200
1	<b>Labor –</b> Excavate and extend the PVC supernatant line approximately 20'. Connect the 4-inch PVC supernatant line to the 4-inch PVC temporary line that comes from the mud well tank. Backfill excavation		\$3,720
1	<b>Labor-</b> Cap off the 4-inch PVC temporary line near the mud well tank. Remove and salvage approximately 300' of 4-inch schedule 40 PVC that runs on the ground from the mud well tank to the aeration basin.		\$500
1	<b>Labor-</b> Hydro excavate the pipe from the mud well to the 6-inch line near the sludge pumping station. Verify it is connected correctly. Hydro excavating is needed due to the unknown utilities under the ground.		\$900
1	<b>Labor-</b> Cut in a 2-inch schedule 80 tee and two shut-off valves on the influent line to the in-plant reuse water supply pump near the CCT. Parts- (2) SS ball valves, (1) schedule 80 tee, and (4) schedule 80 male adaptors.		\$913
1	<b>Labor-</b> Excavate and Install a 2-inch poly line from the CCT to the vertical pipe at the clarifier and connect it to a new shut-off valve at the in-plant reuse water pump. Parts- 200' of 2-inch poly line. (1) CTS coupling.		\$3,300
1	<b>Labor-</b> Install a 2-inch tap on the 16-inch vertical pipe near the clarifier. Connect the 2-inch poly line into the corporation stop that is attached to the saddle. This will supply water to the in-plant reuse water pump. Parts- (1) 16-inch saddle and (1) 2-inch corporation stop.		\$1,100
<b>Total</b>			<b>\$14,633</b>

Quotation prepared by: *Steve Guba*

To accept this quotation, sign here and return: \_\_\_\_\_

*Thank you for your business!*

*Utility Repair Experts 115 Sourwood Lane, Ste D, Groveland, FL 34736. License # CUC1226232*

## SECTION VII

*This item will be provided under  
separate cover*



## SECTION VIII

**OPERATING POLICIES AND PROCEDURES  
CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT  
WATER AND SEWER UTILITY SYSTEM**

**PART I. GENERAL PROVISIONS AND DEFINITIONS APPLICABLE TO THE  
CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT WATER AND SEWER  
UTILITY:**

**SECTION 1:** Utility service shall be provided by the District in accordance with the operating policies of the District which are attached hereto and made a part hereof and the following rates shall be applicable to the services provided for water treatment and distribution and sewer collection and disposal.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 2: CONTENTS:**

<b>SECTION 3</b>	<b>DEFINITIONS</b>
<b>SECTION 4</b>	<b>GENERAL</b>
<b>SECTION 5</b>	<b>APPLICATION FOR SERVICE</b>
<b>SECTION 6</b>	<b>WITHHOLDING SERVICE</b>
<b>SECTION 7</b>	<b>LIMITATIONS OF USE</b>
<b>SECTION 8</b>	<b>UNAUTHORIZED CONNECTION OR USE</b>
<b>SECTION 9</b>	<b>CONSUMER DEPOSITS</b>
<b>SECTION 10</b>	<b>BILLING</b>
<b>SECTION 11</b>	<b>DELINQUENT BILLING; LIENS IN FAVOR OF DISTRICT; PROCEDURES FOR CONTESTING CHARGES</b>
<b>SECTION 12</b>	<b>ADJUSTMENT OF BILLS; METER READINGS, AND INSPECTIONS</b>
<b>SECTION 13</b>	<b>ACCESS TO PREMISES</b>
<b>SECTION 14</b>	<b>INSPECTION OF CONSUMER'S INSTALLATION</b>
<b>SECTION 15</b>	<b>PROTECTION OF DISTRICT PROPERTY</b>
<b>SECTION 16</b>	<b>CHANGE OF OCCUPANCY, TERMINATION OR TRANSFER OF SERVICES</b>
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<b>SECTION 18</b>	<b>CONTINUITY OF SERVICE</b>
<b>SECTION 19</b>	<b>MAINTENANCE AND STANDARDS</b>
<b>SECTION 20</b>	<b>METERS</b>
<b>SECTION 21</b>	<b>ALL WATER THROUGH METERS</b>
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<b>SECTION 23</b>	<b>DAMAGING, TAMPERING WITH, ETC. FACILITIES OF UTILITY PLANT OR SYSTEM</b>
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<b>SECTION 27</b>	<b>GENERAL, DECLARATION OF POLICY</b>
<b>SECTION 28</b>	<b>EASEMENTS AND RIGHTS OF WAY</b>
<b>SECTION 29</b>	<b>INSPECTION</b>
<b>SECTION 30</b>	<b>TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE</b>
<b>SECTION 31</b>	<b>IMPROVEMENTS AND EXTENSIONS OF THE WATER DISTRIBUTION AND SEWAGE COLLECTION SYSTEMS</b>
<b>SECTION 32</b>	<b>UTILITY INSPECTION FEES</b>
<b>SECTION 33</b>	<b>REFUNDABLE ADVANCES</b>
<b>SECTION 34</b>	<b>REQUIREMENTS FOR PRIVATELY MAINTAINED LIFT STATIONS</b>
<b>SECTION 35</b>	<b>RESERVED FOR FUTURE USE</b>
<b>SECTION 36</b>	<b>WATER AND WASTEWATER CONNECTION CHARGES; CALCULATION</b>
<b>SECTION 37</b>	<b>RESERVATION AND MAINTENANCE FEES ON RESERVED WASTEWATER CAPACITY; PENALTY FOR NON-PAYMENT; CAPACITY REDUCTION</b>

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised July 17, 2015

**SECTION 3: DEFINITIONS:** The following terms and phrases, when used herein, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning. Words used in the present terms shall include the future, and the singular number includes the plural, and the plural the singular.

3.1 **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT:** A governmental agency of the State of Florida, created pursuant to Chapter 190, Florida Statutes.

3.2 **ENGINEER:** The Engineer of the District or his authorized representatives or consultant.

3.3 **CONNECTION CHARGES:** Those charges of the District required to be paid by a consumer as a condition precedent to the interconnection of District's utility system with a consumer's property.



3.3 CONSUMER: Any person, firm, association, corporation, governmental agency or similar organization supplied with the availability of water and sewer service by the District which term shall also include developer and bulk users.

3.4 CONSUMER INSTALLATION: All pipes, fixtures, meters, appurtenances of any kind and nature used in connection with or forming a part of an installation for utilizing water and sewer services for any purpose, located on the consumer's side of "point of delivery", whether such installation is owned outright by a consumer or by contract, lease or otherwise.

3.5 DEVELOPER: Any person, corporation, or other legally recognized entity who engages in the business of making improvements to or upon real property located within or without the District as owner or legally constituted agent for the owner of such real property.

3.6 DISTRICT: The Central Lake Community Development District as defined in 3.1.

3.7 EASEMENTS: Rights of ingress, egress, dedications, rights of way, conveyances or other property interests necessary or incidental to the installation, extension, repair, maintenance, construction, or reconstruction of District's utility system or any components thereof, over or upon consumer's property.

3.8 TREASURER: The Treasurer of the District, or his/her authorized representative.

3.9 MAIN: Shall refer to pipe, conduit or other facility installed to convey water or sewer service from individual laterals or to other mains.

3.10 OFF-SITE FACILITIES: Those components of water distribution and sewage collection facilities located outside consumer's property connected with facilities of the District, in accordance with the size required by the District.

3.11 ON SITE FACILITIES: Those components of water distribution and sewage collection facilities located upon consumer's "property".

3.12 POINT OF DELIVERY: The point where the District pipes are connected with the pipes of the consumer. Unless otherwise indicated, point of delivery for water shall be at the discharge side of the water meter. Unless otherwise indicated point of delivery for sewer service shall be at the upstream connection of the clean-out which is placed at or about public right of way or utility easement. In the absence of a clean-out the point of delivery is at the sewer lateral connection to the sewer main of the District.

3.13 PROPERTY: The land or improvements upon land which the consumer is owner or over which consumer has control either by contract or possessory interest suffi-

cient to authorize consumer to make application for service, or adjacent right of way which services the land or site being developed. District may require proof of such interest prior to the furnishing of service by copy of instrument of conveyance, warranty deed, contract or appropriate verified statement contained in the application for service.

3.14 RATE SCHEDULE: The schedule or schedules of rates or charges for the particular classification of service.

3.15 SERVICE: Shall be construed to include, in addition to all water and sewer utilities required by the consumer the readiness and ability on the part of the District to furnish water and sewer services to the consumer.

3.16 SERVICE OR LATERAL LINES: Those pipes of the District that connect to the consumer's lines.

3.17 CIAC (Contributions in Aid of Construction) ): The fee a customer is required to pay in advance for connection to the system and must be paid prior to the connection being made. These funds are for water and wastewater capacity allocated to properties within the District's service area.

3.18 TERMS "SHALL" AND "MAY": As used herein, the word "may" is permissive, and the word "shall" is mandatory.

3.19 UTILITIES DIRECTOR: The District Manager of the District or his authorized representative.

3.20 UTILITY SYSTEM: As used herein, refers to the District's water distribution and sewage collection systems, and any component parts thereof.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 4: GENERAL**: In the absence of specific written agreement to the contrary entered into prior to the effective date of this Resolution, these regulations apply without modification or change to each and every consumer to whom the District renders service.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 5: APPLICATION FOR SERVICE:** Service shall be furnished only upon signed application accepted by District and the conditions of such application are binding upon the consumer as well as upon the District. To obtain service, application shall be made at the District in the place or places designated by the Treasurer. Applications are accepted by the District with the understanding that there is no obligation on the part of the District to render service other than that which is then available from its existing water production and distribution equipment and service lines, and from its existing sewage treatment collection, transmission and treatment facilities. The applicant shall furnish to the District at the time of making application the name of the applicant, the ownership or other interest in or to the property or location and the legal description or street address at which service is to be rendered. Application for service required by firms, partnerships, associations, corporations and others, shall be tendered only by duly authorized parties. When service is rendered under agreement or agreements entered into between the District and an agent of the principal, the use of such service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the District and an agent of the principal under which such service is rendered.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 6: WITHHOLDING SERVICE:** The District may withhold service to a consumer who makes application for service at or upon a location for which prior service has not been paid in full to the date of such application. It shall be the responsibility of the applicant to make inquiry as to the delinquent status of the account and bring said account current as a condition precedent to continuation of service. The District shall maintain current records of outstanding accounts and shall make such information available to the public at its offices during normal business hours. Service may also be withheld for service installations which are not complete or are not in compliance with District requirements.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 7: LIMITATIONS OF USE:** Utility service purchased from the District shall be used by the consumer only for the purpose specified in the application for service. The consumer shall not sell or otherwise dispose of such utility service supplied by the District without authorization from the District to do so. All utility service furnished by the District to the consumer shall be through District meters and may not be re-metered by the consumer for the purpose of selling or otherwise disposing of such service without the written consent of the District. In no case shall a consumer, except with the written consent of the District, extend water or sewer lines across a street, alley, lane, court, property line, avenue, or other public thoroughfare



or right of way in order to furnish utility service for adjacent property even though such adjacent property is owned by him.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.

Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.

History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 8: UNAUTHORIZED CONNECTION OR USE:** No person, without written consent of the District shall tap any pipe or main belonging to a District water or sewer system for the purpose of taking or using water from the system or from such pipe or main, for connecting to the sewer system, or for any other purpose. Connections to the District's water or sewer system for any purpose whatsoever are to be made only as authorized by the District. In any case of any unauthorized interconnection, extension, re-metering, sale or disposition of utility service, consumer's utility service shall be subject to discontinuance until such unauthorized use or disposition is discontinued and full payment is made for such device, calculated on proper classification and rate schedules plus penalties and reimbursement in full made to the District for any extra expenses incurred by District as the result of such unauthorized use, including administrative costs, testing, inspections, and court costs. In addition, unauthorized use may result in appropriate criminal prosecution by District.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.

Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.

History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 9: CONSUMER DEPOSITS:**

(a) Before rendering service, a deposit to secure the payment of bills and any expenses incurred by the District may be required and if required, upon payment, the District shall give the consumer a non-negotiable and non-transferable deposit receipt. Such deposit shall bear no interest and, except as provided in paragraph (c) of this Section 9, shall remain with the District until termination of service. Deposits shall be made in accordance with the rate schedules of the District in effect at the time of payment.

(b) The District may require a deposit from the owner of the property to be serviced. If it is the property owner's desire that the utility bills be placed in the name of and sent to a second party (i.e., the property owner's tenant) then the District will require a second deposit from the second party.

(c) Once each month the District shall prepare a list of all consumers who have utility service deposits with the District and who:

(1) Have been consumers of District utility services for more than twenty-four (24) consecutive calendar months, and

(2) Have not, during the immediately preceding twelve (12) month period (i) been late with any District utility service payment, (ii) tendered to the District a check for a utility service payment that was subsequently returned or refused by the consumer's bank, or (iii) had District utility service disconnected for nonpayment of amounts due.

The District Manager shall direct that the deposit of any consumer meeting the criteria set forth in subparagraphs (c)(1) and (2) of this Section 9 shall be applied to (credited against charges due under) such consumer's account until the deposit is fully credited.

(d) Upon final settlement of a consumer's account, any deposit not previously credited as provided in paragraph (c) of this Section 9 shall be applied by the District to any account balance due, and any remaining balance of the deposit will be refunded upon surrender to the District of the applicable deposit receipt or, when the receipt cannot be produced, upon adequate identification.

(e) The District shall require additional deposits from consumers whose services have been previously disconnected due to non-payment, as a condition of continued service, upon adequate proof as determined by the District Manager.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 10: BILLING:** Bills for service shall be rendered monthly or periodically at intervals not to exceed ninety (90) days at the direction of the Board of Supervisors, and shall be due when rendered. A bill shall be deemed rendered when mailed United States mail, postage prepaid, or when delivered to the consumer's address shown on the application for service. All bills are considered past due after twenty (20) days and are then subject to penalty and late charges. No partial payment of any bill rendered will be accepted by District unless authorized by the Treasurer, in writing indicating the reason thereto, such as a contested billing, consumption, or hardship.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 11: DELINQUENT BILLS; LIENS IN FAVOR OF DISTRICT; PROCEDURES FOR CONTESTING CHARGES:** Delinquent utility fees and charges shall be

deemed liens upon the real property or premises as provided by law, and may be foreclosed as provided by law. All statements and billings for utility services shall be deemed delinquent if not paid within twenty (20) days of the due date shown thereon. Any consumer contesting any statement or billing shall first present same to the District utility department with a statement of explanation or contest in writing prior to the bill becoming delinquent. If the matter is not then resolved, the utility department shall, within seven (7) days, forward the billing and written statement to the Treasurer. If the matter is not then resolved, the Treasurer shall, within seven (7) days, notify the consumer in writing that the matter will be heard before a panel consisting of the Treasurer or his designee, and a representative of the District administration. Notice shall be given to the aggrieved consumer at least seven (7) days prior to the scheduled hearing by mailing said notice to the address which appears on the consumer's utility billing, or by personal service by leaving a copy of said notice at such address either by deliver to any person upon the premises, by posting in a conspicuous place on or about the main entrance, or by placing same in any receptacle used on the premises for the deposit of mail. Refusal by any consumer to accept service of notice thereof shall be noted upon the notice when returned, and shall be deemed a waiver by the consumer of the opportunity for hearing provided herein, in which case the determination of the Treasurer shall be final. The hearing shall be conducted during normal business hours at District Offices, or the panel and the aggrieved consumer may agree to a time and location which is mutually convenient to all. All utility bills shall be paid on or before the due date on the utility bill to avoid discontinuance of service. If during the hearing process an adjustment to the billing is made, a refund to the consumer shall be rendered either by check or as a credit to consumers active account within seven (7) days as determined by the Treasurer. If, after this hearing, the matter is not resolved, then the consumer may request an appearance before the Board of Supervisors, in which event all documents, transcripts, findings, and statements shall be transmitted forthwith to the District Manager for further disposition. It shall be the duty of the Manager to notify the consumer of the public hearing at which the consumer is to appear before the Board of Supervisors, by mail or delivery of notice as provided in this Section.

Specific Authority:	120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented:	120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History:	Adopted <u>October 28, 2008</u>
	Revised _____

**SECTION 12: ADJUSTMENT OF BILLS; METER READINGS AND INSPECTIONS:** When a consumer is determined by District to have been overcharged or undercharged as a result of incorrect meter reading, defective metering, incorrect application of rate schedule fees and charges, or mistake in billing, the amount so determined may be credited or billed to the consumer, as the case may be. The adjustment shall be accomplished over a period not to exceed ninety (90) days, unless otherwise directed by the Treasurer and so noted on the account. District may read and inspect meters periodically to determine their condition and accuracy and as a basis for periodic billings. If a consumer requests an inspection or re-reading of a meter, the District may impose a service charge thereto in accordance with policies for service established by the utility department and approved by District administration.



Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 13: ACCESS TO PREMISES:** As a condition to providing service, the consumer shall grant to District or its authorized agents or employees access to consumer's property during all reasonable hours and, in the event of an emergency, at any time, for the purposes of reading meters or maintaining, inspecting, repairing, installing or removing District's property, and for any other purposes incident to performance under or termination of any agreement with a consumer or such consumer's predecessor in interest or use of the facilities or services made accessible to the District by the consumer or to be relocated by the District.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 14: INSPECTIONS OF CONSUMER'S INSTALLATION:** The District reserves the right to inspect and approve any consumer installation prior to providing service and from time to time thereafter to ensure compliance with applicable laws, rules of the District, and rules and regulations affecting such installation. No changes or increases in any consumer installation which will materially affect proper operation of District utility system shall be made by a consumer without express written consent of the District Engineer and approval of the District Utilities Director. Consumer shall be responsible for the cost of making changes or repairs resulting from any unauthorized alteration, and the District may require payment or reimbursement thereto as a condition to continued service.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 15: PROTECTION OF DISTRICT PROPERTY:** In the event of any damage to District property located upon consumer's property which arise out of any act of consumer or agents, employees or independent contractors upon the premises, the cost of repairs or replacement shall be the responsibility of the consumer, and full payment or reimbursement to District therefore may be condition imposed by District for the continuation of service.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008

**SECTION 16: CHANGE OF OCCUPANCY; TERMINATION OR TRANSFER OF SERVICE:** It shall be the obligation of the consumer to notify the District of change of occupancy, or other circumstances for which termination or transfer of service is requested, and consumer shall be responsible for all service charges incurred to the date upon which written or personal notification is received by District, after which District shall have a reasonable time not to exceed seventy-two (72) hours in which to discontinue service. Customer deposits shall be applied to balances due as provided in this Section. Insufficiency of deposits to cover delinquencies or final charges upon termination of service at any consumer location shall, as to any applicant for service at such location, be governed by Section 6 (Withholding Service) hereinabove. As a convenience to consumers, District will accept telephone notice to discontinue or transfer service, provided written notice is given to District within seventy-two (72) hours thereafter.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 17: RESUMPTION OF SERVICE:** After termination or discontinuance of service as provided herein, the District may require as a condition precedent to service resumption payment in full and/or adequate security in the form of additional deposits to cover all costs reasonably incurred by District as the result of such termination or discontinuance, including any reconnection fees, meter installation or removal and reinstallation costs, inspection costs, or other costs incident thereto in accordance with District's schedule of fees and costs for such services then in effect.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 18: CONTINUITY OF SERVICE:** The District will at all times use reasonable diligence to provide continuous service, and having used reasonable diligence, shall not be liable to the consumer for failure or interruption of continuous service. The District shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigation, breakdowns, shutdowns for repairs or adjustments, acts of sabotage, enemies of the United States, wars, governmental interference, acts of God or other causes beyond its control.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008

**SECTION 19: MAINTENANCE AND STANDARDS:** All pipes, conduits or other component parts of service installed in or upon the premises of a utility consumer shall conform to District standards of type, quality, quantity and regulations regarding installation. Consumer shall be responsible for maintaining all on site facilities in proper repair, and shall not alter or modify any interconnection of service without first notifying District and securing approval thereto in writing or by permission from an authorized representative of District's utility department. Unauthorized alteration or modification of any on site utility service interconnection may result in immediate termination of the affected service and repair or restoration by District or at its direction at the consumer's costs.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 20: METERS:** Each consumer of the District receiving water must have a water meter which measures flow and which is the ultimate basis for water charges. All water meters shall be furnished by, installed by and remain the property of the District and shall be accessible to and subject to its control. Meters are not transferable to another residence or business site. The consumer shall provide meter space to the District at a suitable and readily accessible location and when the District considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices. Before a meter is installed, all meter fees, deposits, and CIAC charges being due must be paid. The meter to be furnished by the District shall be sized to be compatible with the existing line and main sizes according to District standards and specifications at the consumer's expense. The consumer shall be required to provide a proper service connection and service line in accordance with the District standards and specification. Meter sizes, other than those originally specified or intended, shall be as approved by the District Engineer and the District Utilities Director.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 21: ALL WATER THROUGH METER:** That portion of the consumer's installation for water service shall be arranged so that all water service shall pass through the meter. No person shall make or cause to be made any connection with any main, service pipe, or other pipes, appliances or appurtenance used for or in connection with the District's water system in such manner as to cause to be supplied water from such plant to any faucet or other outlet whatsoever without such water passing through a meter provided by the District and used for

measuring and registering the quantity of water passing through the same, or make or cause to be made, without the consent of the District, any connection with any such plant or any main, pipe service pipe or other instrument or appliance connected with such plant in such manner as to take or use, without the consent of the District, any water.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 22: METER TESTING:** The District reserves the right to remove the meter and check, repair, or replace it at any time at no cost to the consumer. Should a consumer desire his meter to be checked at any time, he may have this work done by submitting a written request accompanied by a fee in accordance with the rate schedules of the District in effect at the time of such testing. Should the meter be tested and found to be registering over two percent (2%) more than is actually used, the last three months service bill will be adjusted accordingly, the meter will be repaired or replaced, and the fee returned. In any other case, the amount of the fee shall be retained by the District to defray the cost of testing.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 23: DAMAGING, TAMPERING WITH, ALTERING, FACILITIES OF UTILITY PLANT OR SYSTEM:** No person shall damage or knowingly cause to be damaged any meter or water or sewer pipe or fittings connected with or belonging to a District water or sewer system, or tamper or meddle with any meter or other appliance or any part of such system in such a manner as to cause loss or damage to the District; prevent any meter installed for registering water from registering the quantity which otherwise would pass through the same; alter the index or break the seal of any such meter; in any way hinder or interfere with the proper action or just registration of any such meter; fraudulently use, waste or suffer the loss of water passing through any such meter, pipe or fitting, or other appliance or appurtenance connection with or belonging to such system after such meter, pipe, fitting, appliance or appurtenance has been tampered with, injured or altered.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_



**SECTION 25: TERMINATION OF SERVICE:** All utility service shall be pursuant to proper permit or application, which procedure accords the District the opportunity to provide for orderly expansion of facilities and regulation thereof in a manner calculated to ensure continuous service to all consumers. Inherent in this obligation is the governmental prerogative of necessity to terminate consumption which is adverse to the continuous, orderly and uninterrupted operation and maintenance of its utility service. Accordingly, the District reserves the right by unilateral act in its sole discretion to refuse service, or to terminate service temporarily, or to discontinue service in all instances when conditions exist which would constitute an emergency of public concern, or when the providing of any service would constitute a threat to the safety, health or welfare of consumers generally or a significant portion of the consumer population. When discontinuance or termination of service can be remedied by an act of the consumer, District shall provide notice of remedial action to the consumer in order that service may be continued uninterrupted. Acts considered to be remedial by the consumer, and for which service may be temporarily terminated, discontinued or interrupted are the following:

- (a) Failure to pay required deposits for service.
- (b) Failure of consumer to meet provisions of agreements with the District.
- (c) Failure to correct deficiencies in piping or other components upon consumer's property after reasonable notice thereof.
- (d) Use of service for any other property or purpose than described in the permit or application.
- (e) When requested by consumer, in which case resumption of service shall be accomplished in accordance with District policy as herein provided.

The District reserves the right by unilateral act in its sole discretion to refuse service, terminate service temporarily, or to discontinue service without notice under the following circumstances:

- (a) Causing, or allowing to exist, a hazardous condition with respect to the location, use of, or access to any utility service or component.
- (b) Alteration or modification of any transmission or metering component or device used in providing any utility service to the consumer. Any such unauthorized use, if fraudulent, may result in criminal prosecution and may result in restitution of revenue lost to the District as a condition to restoration of service, including costs of repair or restoration of any meters or components to normal service condition, as shall be determined by District.

(c) Total or partial destruction of, or abandonment of, any structure, including any vacancy for a duration which, in District's opinion, may create a hazardous or unsafe condition or constitute a nuisance.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 26: AMENDMENTS TO RATE SCHEDULE:** Rate schedules are attached hereto as exhibits, being identified as: Schedule "A" Water and Wastewater Rates and Charges; Schedule "B", Water and Wastewater Connection Charges and Calculations; Schedule "C" Water and Wastewater Meter and Inspection Fees; Schedule "D" Water and Wastewater Service Activation; and Schedule "E" Miscellaneous Service Charges; and Schedule "F," Reservation and Maintenance Fees on Reserved Wastewater Capacity. These rate schedules and charges may be amended from time to time by rule of the Board of Supervisors upon public notice and at least one public hearing. Rules amending rate schedules shall be entitled: "A Rule of the District Amending Schedule A of the Operating Policies and Procedures of the Central Lake Community Development District Water and Sewer Utility System; and providing an effective date." When enacted, these Rules amending rate schedules shall become exhibits to this Rule.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised July 17, 2015

## **PART II. WATER AND SEWER UTILITIES**

**SECTION 27: GENERAL; DECLARATION OF POLICY:** The District owns, operates and maintains water treatment and distribution and sewage collection, also treatment and disposal systems which serve residents within the District. New development may require the extension of mains to provide service, as well as expansion of facilities to accommodate new development. In some instances, the District in anticipation of expansion of its system due to growth and development has already provided mains for services thereof. The cost of providing extensions, modifications, and expansions of facilities is to be borne by property owners, builders, or developers within the District's area to defray the costs of these extensions, modifications, and expansions. The allocable share of each is to be charged as described herein. It is the declared policy of the District by this Rule to establish a uniform method of determining charges for availability of services so that all such contributions shall be non-discriminatory among the various consumers served by the District's systems and shall be applied as nearly as possible with uniformity to all consumers and prospective consumers within the District's service areas. District specifically reserves its rights to fix and determine rates, fees, charges and contributions required for the provisions, consumption, operation, maintenance, extension, and expansion of its

utility services as provided herein and as authorized by law. Each consumer is hereby notified that the District, in the exercise of its governmental responsibility to provide for the welfare of all consumers of its utility service, has the authority and responsibility to amend its schedules of rates, fees, charges, and contributions from time to time to ensure the perpetuation of service.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 28: EASEMENTS AND RIGHTS-OF-WAY:** As a prerequisite to the construction of any water distribution or sewage collection system proposed to be connected to the facilities of District, developer shall agree to grant to District such easements or rights of way corresponding with the installation of the proposed facilities. Such grant or conveyance shall be in the form satisfactory to the District. Such conveyances, when located on the property of developer, shall be made without cost to the District. District reserves the right to require such easement or right of way to the point at which the meter is proposed to be installed or at the point of delivery of service, being the point at which the facilities of District joins with consumers. Such easements and rights of way shall be conveyed and accepted upon completion, approval and acceptance of the work done by developer.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 29: INSPECTION:** The District shall inspect the installation of all water distribution or sewage collection facilities installed by developer or developer's contractors, which facilities are proposed to be transferred to District ownership, operation and control. In the event that gravity sewer facilities are to remain under ownership, operation and control of the developer as a private system, the District reserves the right to inspect the installation of the gravity sewage collection facilities for the purpose of determining if the system has excessive infiltration. These systems must meet the same infiltration criteria as that of District owned systems. Such inspections are intended to assure that water and sewer lines and/or lift stations are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. Representatives of the District may be present at tests of component parts of water distribution or sewage collections systems for the purpose of determining that the system, as constructed, conforms to District's criteria for exfiltration, infiltration, pressure testing, line and grade. Such tests will be performed by developer or developer's contractor, but only under the direct supervision of the engineer of record or his authorized inspector. The results of such testing shall be certified by the engineer of record. The District shall be notified at least 48 hours prior to any inspections or testing performed in accordance with these regulations.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 30: TRANSFER OF CONTRIBUTED PROPERTY; BILLS-OF-SALE:**

Each developer who has constructed portions of the water distribution and sewage collection system prior to interconnection with District's existing facilities, shall convey such component parts of water distribution and sewage collection system to District by bill of sale in form satisfactory to the District, together with such evidence as may be required by District that the water distribution and sewage collection system proposed to be transferred to District is free of all liens and encumbrances.

Any facilities in the category of consumer's lines, plumber's lines or consumer's installation, located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to District and shall remain the property of developer, a subsequent owner-occupant or their successors and assigns. Such consumer's lines, plumber's lines or consumer's installation shall remain the maintenance responsibility of developer or subsequent consumers.

District shall not be required to accept title to any component part of the water distribution or sewage collection system as constructed by developer until the District Engineer has approved the construction of said lines, accepted the tests to determine that such construction is in accordance with the criteria established by District and the Board of Supervisors has evidenced its acceptance of such lines for District's ownership, operation and maintenance.

Developer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by developer and proposed to be transferred to District. Such cost information shall be furnished to District concurrently with the bill-of-sale and such cost information shall be a prerequisite for the acceptance by District of the portion of the water distribution and sewage collection system construction by developer.

District may refuse connection and deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and sewage collection system installed by developer until such time as the provisions of this paragraph have been fully met by developer or developer's successors or assigns.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_



**SECTION 31: IMPROVEMENTS AND EXTENSIONS TO WATER DISTRIBUTION AND SEWAGE COLLECTION SYSTEM:** The location, size or proposed density of developer's property may make such service to property dependent upon extension of water distribution and sewage collection facilities as defined herein. Developer may advance funds to the District pursuant to a developer's agreement; or in the alternate the developer may contribute funds to the District which will be non-reimbursable so the District may design, construct, inspect and thereafter operate and maintain said improvements and extensions. If developer chooses the latter method the facilities will be designed in accordance with an engineering design agreement. Upon the completion of the design, the District will solicit competitive bids and upon the payment of the bid amount plus twenty percent (20%) for engineering, legal and contingencies, District will award contract to the lowest responsible bidder and proceed to construct the improvements as identified in the plans and specifications.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 32: UTILITY INSPECTION FEES:** The cost of engineering inspection of the required improvements shall be paid by the developer at the time D.E.P. application is executed by the District, the amount of the fee to be computed as shown in Schedule "C" Charges shall be due and payable at time of execution of D.E.P. construction permit or as stipulated in Developer Agreement.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 33: REFUNDABLE ADVANCES:** The District may require, in addition to the contribution provisions set forth herein, a refundable advance by developer to further temporarily defray the cost of any off-site extension of water and/or sewer mains and pumping stations necessary to connect the developer's property with the terminus of the District's water and sewer facilities adequate in size to provide service to the subject property. However, this Rule recognizes instances in which a developer may be required to advance the hydraulic share applicable to other undeveloped property in order that off-site facilities may be constructed to serve developer's property and at the same time be sized in accordance with the District's master plan. All amounts expended by developer, over and above developer's hydraulic share for off-site facilities and shall be refunded to developer in accordance with the terms and conditions of a refunding agreement which the District will execute with developer. The refunding agreement shall provide for a plan of refund based upon the connection of other properties, to the extent of their hydraulic share, which properties will be served by the off-site facilities installed by developer. Notwithstanding the provisions of this section, the District will limit the life of such refund

agreement to a term of not more than five (5) years or until such time as the utility is sold to another entity after which time any portion of the refund not made to developer by the terms and conditions of the refund agreement will have lapsed and thereafter, such refund agreement will be canceled. In no event shall developer recover an amount greater than the difference between the capitalized cost of such off-site improvements and developer's own hydraulic share of such improvements. The District shall not include any interest upon the refund of developer's advance.

Specific Authority: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S., 190.035, F.S.  
History: Adopted October 28, 2008  
Revised \_\_\_\_\_

**SECTION 34: REQUIREMENTS FOR PRIVATELY MAINTAINED LIFT STATIONS:** Privately maintained lift stations within the boundaries of the District service area, if approved by the District Board of Supervisors through its work authorization process, shall be required to meet the following conditions:

(a) Applicants requesting approval of privately maintained lift stations within the District's service area shall submit a signed one (1) year maintenance agreement with a qualified contractor. The maintenance agreement shall provide for monthly inspections to include written reports detailing hours of pump operation during the month as well as the inspection of electrical connections, float operation, and grease buildup.

(b) Not less than forty-five (45) days prior to expiration of the maintenance agreement, the applicant shall provide the District with a renewed maintenance agreement for each subsequent year that the station will remain in operation.

(c) Copies of the monthly inspection reports shall be submitted to the District for its records.

(d) Notwithstanding the District's right to make unannounced inspection throughout the year at no charge to the applicant, the District will make one (1) yearly inspection of the station and bill the customer a charge of \$100.00.

(e) Should the District be required to perform maintenance on a privately maintained lift station due to the failure of the owner's or applicant's contractor to respond to a request for service, or due to a lift station condition that the District, in its sole discretion, deems potentially hazardous, the owner will be invoiced service time equivalent to the time and material expended by the District staff or District contractors. Charges for such work will be invoiced on the monthly District water and sewer services invoice.

Specific Authority: 120.54, F.S., 190.011(5), F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S.

History:                      Adopted                      October 28, 2008  
   Revised                      \_\_\_\_\_

**SECTION 36: WATER AND WASTEWATER CONNECTION CHARGES; CALCULATION:** Water and wastewater connection charges, including CIAC fees, are adopted and established as provided in Schedule B, subject to periodic amendment, for the purpose of financing capital expenditures and the payment of District indebtedness associated with the expansion of the District's water supply, treatment, and distribution and wastewater collection, treatment, and disposal System.

(a) All connection charges shall be determined as provided in Schedule B at the time of initially connecting the System to the property of a consumer.

(b) The Board of Supervisors, in its discretion, may grant to any consumer a credit against all or a portion of the connection charges due from such consumer if and to the extent that the Board determines to accept a permanent contribution in aid of construction of the System. To be considered for credit, any such contribution must be (i) related to the System and (ii) have a value to the System not less than the amount of the credit being granted. Any such credit against connection charges due from a consumer shall be set forth in a written developer's agreement between the District and the consumer as approved by the Board.

(c) The District reserves the right to review and monitor at any time actual flows in comparison to the flows expected to be generated by the ERC value calculated as provided in Schedule B and upon which connection charges were calculated and paid to the District. For purposes of this section, actual flows shall be the flows generated during three (3) consecutive months during any twelve (12) month period following the date that the consumer has connected to the System. If actual flows vary from the expected flows by more than five percent (5%) and by at least two (2) ERCs, then either (i) the consumer shall promptly pay additional connection charges for any excess flow, or (ii) the District shall promptly refund any overpayment for excess capacity, each calculated as provided in Schedule B. If additional connection charges are not paid when due, such charges shall be subject to penalty late charges and collection procedures for delinquent bills. Review and monitoring of actual flows may be conducted on more than one occasion at any utility service location, and in particular when a change of use has occurred at such location.

Specific Authority:    120.54, F.S., 190.011(5), F.S.  
Law Implemented:    120.54, F.S., 190.011(5), F.S.  
History:                      Adopted                      October 28, 2008  
   Revised                      \_\_\_\_\_

**SECTION 37: RESERVATION AND MAINTENANCE FEES ON RESERVED WASTEWATER CAPACITY; PENALTY FOR NON-PAYMENT; CAPACITY REDUCTION:**

(a) The District has entered certain agreements and commitments for utility service

with the owners of developable real property (each a “Property”) and by which, among other matters, such owners secured System wastewater capacity (each such owner a “Capacity Holder”). Commencing November 1, 2014, a monthly reservation and maintenance (“RAM”) fee shall be charged to each Capacity Holder for each ERC of System wastewater capacity that has been reserved with the District and either:

(i) If the involved Property is located within the District’s service area, the Capacity Holder has not (A) paid to the District applicable CIAC charges with respect to such ERC, (B) connected such ERC to the System, and (C) commenced paying to the District wastewater usage charges with respect to such ERC, or

(ii) If the involved property is located within the Town of Howey-in-the-Hills (“Town”), the Capacity Holder has not (A) paid to the District applicable CIAC charges with respect to such ERC and (B) connected such ERC to the Town’s utility system

(collectively, the wastewater ERCs described in (i) and (ii), the “Reserved Capacity”).

(b) The RAM fee shall be calculated and charged at the rate of \$4.00 per month for each ERC of Reserved Capacity held by a Capacity Holder as described in paragraph (a)(i) or (a)(ii) above as of the first day of the month for which the fee is charged, as set forth in Schedule F attached to these policies. The RAM fee rate shall be subject to amendment as provided in Section 26.

(c) RAM fees shall be billed monthly to the Capacity Holder and such bills are due when rendered. A RAM fee bill shall be deemed rendered when mailed United States mail, postage prepaid, or when delivered to the Capacity Holder’s address provided to the District in accordance with the Agreement and Commitment for Utility Service that established the Reserve Capacity. All RAM fee bills are considered past due twenty (20) days after the date rendered, and are then subject to penalty and late charges as provided in these policies. The District will not accept partial payment of any RAM fee bill unless the Board of Supervisors authorizes such acceptance as provided in this section.

(d) If all or any portion of the RAM fees due from a Capacity Holder remain unpaid for a period in excess of sixty (60) days, and the unpaid amount due, including penalties and late charges, exceeds \$2,000 (such amount, the “Default RAM Fees”), then, the District, in its sole discretion, may recover such unpaid fees by reducing the Reserved Capacity held by such Capacity Holder, as follows:

(i) The District shall provide thirty (30) days written notice (“RAM Default Notice”) to the Capacity Holder that the Capacity Holder’s Reserved Capacity shall be reduced by an amount equivalent to the Default RAM Fees (such amount, the “Capacity Reduction”).

(ii) The Capacity Reduction shall be an amount, expressed in wastewater ERCs, determined by dividing the Default RAM Fees by \$2,000, rounded up to the next



one-tenth (0.1) ERC.

(iii) If the Capacity Holder does not pay the Default RAM Fees by the date set in the RAM Default Notice, the Treasurer shall adjust the Capacity Holder's Reserved Capacity by deducting the Capacity Reduction. The deduction shall be shown on the next and each subsequent regular RAM fee billing to the Capacity Holder, which billing shall:

(A) Show the Capacity Holder's current Reserved Capacity as reduced by deducting the Capacity Reduction,

(B) Reflect the current month's RAM fee billing based upon the Capacity Holder's current Reserved Capacity as reduced by deducting the Capacity Reduction, and

(C) Deduct from the past due amount the Default RAM Fees that have been recovered through the Capacity Reduction.

(iv) Each Capacity Reduction shall be permanent. No Capacity Holder shall be permitted to reinstate any Reserved Capacity that has been reduced by deducting a Capacity Reduction, whether by tendering payment of Default RAM Fees after the date set in the RAM Default Notice or otherwise.

(v) An example for calculating the Capacity Reduction is set forth in Schedule F attached to these policies.

(e) As alternatives to a Capacity Reduction in the manner provided in paragraph (d) above when a Capacity Holder has accrued Default RAM Fees, the Board of Supervisors may, and in its sole discretion:

(i) Authorize the Treasurer to enter into a payment plan with a Capacity Holder who has incurred Default RAM Fees. The plan shall provide for the payment of Default RAM Fees over a period not exceeding twelve (12) months, and shall be conditioned upon the Capacity Holder remaining current on all RAM fees due for periods after entry into the plan.

or

(ii) Permit unpaid RAM fees, including penalties and late charges, to continue to accrue in the ordinary course. When a request for connection to the System or for a capacity certificate is presented by the Capacity Holder, the District shall withhold approval until all fees, penalties, and late charges are paid in full.

or

(iii) Pursue any other remedy available to the District to recover all unpaid RAM fees, together with penalties and late charges

Specific Authority: 120.54, F.S., 190.011(5), F.S.  
Law Implemented: 120.54, F.S., 190.011(5), F.S.  
History: Adopted July 17, 2015  
Revised \_\_\_\_\_

## SCHEDULE A

The rates fees, and charges to be paid for water and wastewater service shall be as follows, effective 10/1/14:

<u>Retail Potable Water per 1,000 Gallons (per ERC) monthly:</u>	<u>Rates</u>
Block 1 Charge (0-8,600 gallons) <b>MINIMUM CHARGE</b>	\$ 17.45
Block 2 Charge (8,601 – 15,000 gallons)	2.57
Block 3 Charge (15,001 – 30,000 gallons)	2.89
Block 4 Charge (30,001 – 50,000 gallons)	3.41
Block 5 Charge (50,001 + gallons)	5.25

<u>Retail Wastewater User Charge (per ERC) monthly:</u>	
Individually Metered Residential Service	
Water & Wastewater Customers	\$ 36.75
Wastewater ONLY Customers	42.00

<u>Wholesale Potable Water Usage Charge monthly*</u>	
Per 1,000 Gallons	\$ 2.10

<u>Mission Inn Wastewater Charge monthly</u>	\$3,780.00
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<u>Las Colinas Irrigation Water Charge monthly</u>	
Minimum Charge	\$ 16.80
Per 1,000 Gallons	\$ 2.46

\*- Per Interlocal Agreement with Howey-In-The-Hills dated 8/7/07

(See Note to Schedules A)

Specific Authority:	120.54, F.S., 190.011(5), F.S.
Law Implemented:	120.54, F.S., 190.011(5), F.S.
History:	Adopted <u>October 28, 2008</u>
	Revised <u>October 17, 2014</u>

## **NOTE TO SCHEDULE A**

### **FUTURE ANNUAL RATE ADJUSTMENTS BASED ON CONSUMER PRICE INDEX (CPI) CHANGES**

Notwithstanding any other rate adjustments that are approved by the Board of Supervisors from time to time, the rates contained in Section 26, Schedule A shall be adjusted annually based on the change in the Consumer Price Index.

On or before each September 1, to be effective each next successive October 1, beginning in 2008, rates in Section 26, Schedule A of the Operating Policies and Procedures of the Central Lake Community Development District Water and Sewer Utility System shall be revised by a percentage equal to the percentage change in the annual Consumer Price Index - U.S. City Average – All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the previous 12 month period. These rates will be adopted by the District Board of Supervisors in accordance with Florida Statutes. All increases and decreases shall be counted to the nearest whole cent.

In the event the U.S. Department of Labor, Bureau of Labor Statistics, ceases to publish the CPI, the Board of Supervisors shall substitute another equally authoritative measure of change in purchasing power of the U.S. dollar as may then be available as to carry out the intent of this provision.

All rate adjustments made in accordance with this provision shall be published not later than each September 1 prior to the next successive October 1 effective date.

Specific Authority:	120.54, 190.011(5), Fla. Stat.
Law Implemented:	120.54, 190.011(5), Fla. Stat.
History:	Adopted <u>October 28, 2008</u>
	Revised _____



## **SCHEDULE B**

The connection charges for water and wastewater service shall be as follows, effective 10/1/2014:

CIAC Charges	Amount
Water	\$1,650.00
Wastewater	\$3,350.00
Expansion	\$3,250.00

Notwithstanding any other provision, a minimum of one (1) ERC of total water charges and one (1) ERC of total wastewater charges shall be due for each new water connection, regardless of size.

\* \* \*

## Definitions:

“CIAC (Contributions in Aid of Construction)” The fee a customer is required to pay in advance for connection to the system and must be paid prior to the connection being made. These funds are for water and wastewater capacity allocated to properties within the District’s service area. It is applicable to all future consumers prior to connection to the System.

“Commercial” means any structure that is primarily constructed for business or institutional use as differentiated from residential use, including hotels and motels used by consumers on a transient basis, clubhouses, nursing homes, and similar uses.

“Connection Fees” are for the initial commencement of service at any given location to offset the costs of the capital improvements for the Water and Wastewater System.

“ERC” (Equivalent Residential Connection) which is defined as 250 gallons per day (“GPD”) of water and 200 gpd of wastewater, calculated based on daily average consumption over a 30 day period, or such period as determined by the monthly billing cycle during which the water was distributed by the District to the consumer.

“Per capita” or “per seat” means the per person or per seat unit amount as applied to the maximum capacity of the structure or use, as such maximum capacity is set forth in the written determination of the fire marshal, health department, or other agency exercising regulatory control.

“Residential” means any unit, single-family home, condominium unit, duplex unit, multiple housing structure unit, or individual apartment that is primarily constructed for use by an individual or family as a residence.

\* \* \*

<u>Calculation of ERCs:</u>		<u>Water</u>		<u>Wastewater</u>	
<u>Type of Establishment</u>	<u>Unit Type</u>	<u>GPD/Unit</u>	<u>ERCs/Unit</u>	<u>GPD/Unit</u>	<u>ERCs/Unit</u>
Apt. Bldg.	Per unit	175.00	0.700	140.00	0.700
Banquet Hall	Per seat	25.00	0.100	20.00	0.100
Bar; Lounge	Per capita	5.00	0.020	5.00	0.025
Bathroom	Per unit	300.00	1.200	250.00	1.250
Beauty Shop	Per seat	170.00	0.680	150.00	0.075
Boarding School	Per capita	75.00	0.300	50.00	0.250
Boarding House	Per capita	75.00	0.300	50.00	0.250
Church	Per seat	3.00	0.012	3.00	0.015
Clubhouse	Per capita	25.00	0.100	20.00	0.100
Condo. Apt.	Per unit	175.00	0.700	140.00	0.700
Country Club	Per capita	25.00	0.100	20.00	0.100
Day School (w/o gym)	Per capita	15.00	0.060	8.00	0.040
Day School (w/gym)	Per capita	25.00	0.100	20.00	0.100
Day Worker	Per capita	20.00	0.080	15.00	0.075
Gas Station	Per unit	450.00	1.800	400.00	2.000
Hospital (w/laundry)	Per bed	250.00	1.000	200.00	1.000
Hospital (w/o laundry)	Per bed	200.00	0.800	150.00	0.750
Hotel or Motel	Per unit	125.00	0.500	100.00	0.500
Laundromat	Per washing mach.	225.00	0.900	200.00	1.000
RV Resort	Per RV	225.00	0.900	200.00	1.000
Movie Theater; Auditorium	Per seat	3.00	0.012	3.00	0.015
Nursing Home	Per bed;	125.00	0.500	100.00	0.500
	Per meal prepared	6.25	0.025	5.00	0.020
Office Building	Per capita (8 hr shift)	18.75	0.075	15.00	0.075
Restaurant; Lounge	Per seat	50.00	0.200	35.00	0.175
Restaurant (fast fd.)	Per seat	35.00	0.140	25.00	0.125
Single Fam. Res.	Per unit	250.00	1.000	200.00	0.125
Shopping Center	Per employee	12.50	0.050	10.00	0.050
(w/o food)	Per parking space	2.50	0.010	2.00	0.010
Stadiums; ball park	Per seat	3.00	0.012	3.00	0.015
Store (w/o kitchen waste)	Per toilet	250.00	1.000	200.00	1.000
Townhouse Res.	Per capita	175.00	0.700	140.00	0.700
Warehouse	Per capita (8 hr shift)	18.75	0.075	15.00	0.075
(no showers)	Per loading bay	125.00	0.500	100.00	0.500
	Per self storage	1.25	0.005	1.00	0.005

(a) The total ERC requirement for an establishment shall be calculated by multiplying the ERC factor listed above by the number of units, rounded to the nearest 0.1 ERC.

(b) For all establishments not listed above, the total ERC requirement for water service capacity shall be determined by multiplying (i) the number of fixture units (excluding toi-

lets), as published in the Standard Building Code, by thirty (30), and dividing the result by 250 GPD/ERC, then (ii) adding the number of toilets, as follows:

Total water ERC requirement ‘ 
$$\frac{[(\text{Number of fixture units} \times 30) + (\text{Number of toilets})]}{250 \text{ GPD/ERC}}$$

The total water connection charges due for an establishment shall be determined by multiplying the total water ERC requirement by the then-applicable total water charges per ERC.

(c) For all establishments not listed above, the total ERC requirement for wastewater service capacity shall be determined by multiplying (i) the number of fixture units (excluding toilets), as published in the Standard Building Code, by thirty (30), and dividing the result by 200 GPD/ERC, then (ii) adding the number of toilets, as follows:

Total wastewater ERC requirement ‘ 
$$\frac{[(\text{Number of fixture units} \times 30) + (\text{Number of toilets})]}{200 \text{ GPD/ERC}}$$

The total wastewater connection charges due for an establishment shall be determined by multiplying the total wastewater ERC requirement by the then-applicable total wastewater charges per ERC.

Specific Authority:	120.54, F.S., 190.011(5), F.S.
Law Implemented:	120.54, F.S., 190.011(5), F.S.
History:	Adopted <u>October 28, 2008</u>
	Revised <u>October 17, 2014</u>



## SCHEDULE C

The meter installation & testing fees for water and wastewater service shall be as follows, effective 10/1/14:

<u>Meter Installation Fee:</u>	<u>Amount</u>
Meter Installation	\$475.00

<u>Meter Testing Fee:</u>	<u>Amount</u>
Testing Fee	\$ 85.00

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

Specific Authority:	120.54, F.S., 190.011(5), F.S., 190.035, F.S.
Law Implemented:	120.54, F.S., 190.011(5), F.S., 190.035, F.S.
History:	Adopted <u>October 28, 2008</u>
	Revised <u>October 17, 2014</u>

## **SCHEDULE D**

The fee required for water and wastewater service activation shall be as follows, effective 10/1/14:

Account Activation Fee - initial	\$ 50.00
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Specific Authority:	120.54, 190.011(5), Fla. Stat.
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Law Implemented:	120.54, 190.011(5), Fla. Stat.
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History:	Adopted <u>October 28, 2008</u>
	Revised _____

## SCHEDULE E

Miscellaneous service charges for water and wastewater service shall be as follows, effective 10/1/14:

<u>Service</u>	<u>Charge Amount</u>
Turn On/Turn Off Fee	\$ 50.00
Illegal Connection Removal Fee	100.00
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

Specific Authority:	120.54, 190.011(5), Fla. Stat.
Law Implemented:	120.54, 190.011(5), Fla. Stat.
History:	Adopted <u>October 28, 2008</u>
	Revised      _____

## SCHEDULE F

### Reservation and Maintenance Fees on Reserved Wastewater Capacity

The monthly reservation and maintenance fee for each ERC of reserved wastewater capacity shall be, effective 11/1/14:

RAM Fee per ERC of Reserved Capacity (as defined in Section 37)      \$4.00

The Fee will sunset on October 31, 2019 unless extended by the CDD Board of Supervisors.

### Wastewater Capacity Reduction Example—Default RAM Fees

January 1, 2015—Capacity Holder holds 670 ERCs of Reserved Wastewater Capacity

	Total
RAM Fees January 2015:      670 ERCs x \$4/ERC = \$2,680	\$2,680
RAM Fees February 2015:      670 ERCs x \$4/ERC = \$2,680	\$5,360

March 1, 2015—Capacity Holder has not connected any Reserved Capacity and has not paid any RAM fees; Default RAM Fees = \$5,360

Capacity Reduction:       $\$5,360 \div \$2,000/\text{ERC} = 2.68 \text{ ERCs}$   
(rounded to 2.7 ERCs)

Remaining Reserved Capacity:       $670 \text{ ERCs} - 2.7 \text{ ERCs} = 667.3 \text{ ERCs}$

Monthly RAM Fee following reduction:       $667.3 \text{ ERCs} \times \$4/\text{ERC} = \$2,669.20$

Specific Authority:      120.54, 190.011(5), Fla. Stat.

Law Implemented:      120.54, 190.011(5), Fla. Stat.

History:      Adopted      July 17, 2015  
                 Revised      February 26, 2016



## SECTION IX

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES  
FOR THE CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**

*RFQ for Engineering Services*

The Central Lake Community Development District ("District"), located in Lake County, Florida announces that professional engineering services will be required on a continuing basis for the District's capital improvements which may include work related to water and wastewater treatment facilities, stormwater retention ponds, stormwater collection infrastructure, lift stations, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Osceola County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("CCNA"). All applicants interested must submit one (1) original and one (1) electronic version of Standard Form No. 330 and Qualification Statement by **12:00 PM on Friday, October 10, 2025 to the attention of Mr. George S. Flint, c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("District Manager's Office")**.

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager.

**CENTRAL LAKE  
COMMUNITY DEVELOPMENT DISTRICT**

**DISTRICT ENGINEER PROPOSALS**

**COMPETITIVE SELECTION CRITERIA**

- 1) Ability and Adequacy of Professional Personnel** (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.
- 2) Consultant's Past Performance** (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.
- 3) Geographic Location** (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
- 4) Willingness to Meet Time and Budget Requirements** (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.
- 5) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.
- 6) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.
- 7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

# SECTION X



# SECTION A

# Central Lake Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

## **1. Community Communication and Engagement**

### **Goal 1.1: Public Meetings Compliance**

**Objective:** Hold at least two regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two board meetings were held during the Fiscal Year.

**Achieved:** Yes ☐ No ☐

### **Goal 1.2: Notice of Meetings Compliance**

**Objective:** Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes ☐ No ☐

### **Goal 1.3: Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes ☐ No ☐

## **2. Infrastructure and Facilities Maintenance**

### **Goal 2.1: District Management Site Inspections**

**Objective:** Plant Operator will conduct an annual inspection to ensure safety and proper functioning of Water Treatment Facilities, Water Reclamation Facilities, Wastewater Pumping Stations, and Reclaimed Water Pumping Systems.

**Measurement:** Plant Operator inspections were successfully completed as evidenced by Plant Operator's reports, notes or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described.

**Achieved:** Yes ☐ No ☐

### **Goal 2.2: District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one inspection completed per year as evidenced by District engineer's report related to District's infrastructure and related systems.

**Standard:** Minimum of one inspection was completed in the Fiscal Year by the District's engineer.

**Achieved:** Yes ☐ No ☐

## **3. Financial Transparency and Accountability**

### **Goal 3.1: Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within District records.

**Standard:** 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes ☐ No ☐

### **Goal 3.2: Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

**Standard:** CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes ☐ No ☐

### **Goal 3.3: Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

**Achieved:** Yes ☐ No ☐

Chair/Vice Chair:\_\_\_\_\_

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

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

Central Lake Community Development District

District Manager:\_\_\_\_\_

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

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

Central Lake Community Development District



## SECTION B

# Central Lake Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 – September 30, 2025

## **1. Community Communication and Engagement**

### **Goal 1.1: Public Meetings Compliance**

**Objective:** Hold at least two regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two board meetings were held during the Fiscal Year.

**Achieved:** Yes ☐ No ☐

### **Goal 1.2: Notice of Meetings Compliance**

**Objective:** Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes ☐ No ☐

### **Goal 1.3: Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes ☐ No ☐

## **2. Infrastructure and Facilities Maintenance**

### **Goal 2.1: District Management Site Inspections**

**Objective:** Plant Operator will conduct an annual inspection to ensure safety and proper functioning of Water Treatment Facilities, Water Reclamation Facilities, Wastewater Pumping Stations, and Reclaimed Water Pumping Systems.

**Measurement:** Plant Operator inspections were successfully completed as evidenced by Plant Operator's reports, notes or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described.

**Achieved:** Yes ☐ No ☐

### **Goal 2.2: District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one inspection completed per year as evidenced by District engineer's report related to District's infrastructure and related systems.

**Standard:** Minimum of one inspection was completed in the Fiscal Year by the District's engineer.

**Achieved:** Yes ☐ No ☐

## **3. Financial Transparency and Accountability**

### **Goal 3.1: Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within District records.

**Standard:** 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes ☐ No ☐

### **Goal 3.2: Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

**Standard:** CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes ☐ No ☐

### **Goal 3.3: Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

**Achieved:** Yes ☐ No ☐

Chair/Vice Chair:\_\_\_\_\_

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

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

Central Lake Community Development District

District Manager:\_\_\_\_\_

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

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

Central Lake Community Development District



## SECTION XI

# SECTION C

# SECTION 1

# Central Lake

## Community Development District

### Summary of Invoices

May 18, 2025 - August 28, 2025

Fund	Date	Check No.'s	Amount
Water & Sewer Fund			
	6/30/25	2573-2581	\$ 46,966.81
	7/14/25	2582-2589	42,652.92
	7/22/25	2590-2595	9,626.17
	8/28/25	2596-2607	42,460.47
			<hr/>
			\$ 141,706.37
TOTAL			\$ 141,706.37



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
6/30/25	00001	6/01/25 242	202506 301-51300-34000	MANAGEMENT FEE JUN25	*	3,541.67	
		6/01/25 242	202506 301-51300-34200	WEBSITE ADMIN JUN25	*	105.00	
		6/01/25 242	202506 301-51300-34100	INFORMATION TECH JUN25	*	157.50	
		6/01/25 242	202506 301-51300-51000	OFFICE SUPPLIES JUN25	*	6.39	
		6/01/25 242	202506 301-51300-42000	POSTAGE JUN25	*	139.39	
		6/01/25 242	202506 300-13100-10300	POSTAGE JUN25	*	7.34	
		6/01/25 242	202506 301-51300-47000	COPIES JUN25	*	24.75	
GOVERNMENTAL MANAGEMENT SERVICES							3,982.04 002573
6/30/25	00148	5/03/25 344321	202504 302-53600-46300	WATER PLANT INSPECT APR25	*	720.00	
		5/03/25 344321	202504 300-13100-10300	WATER PLANT INSPECT APR25	*	240.00	
		5/03/25 344321	202504 302-53600-46300	SEWER PLANT INSPECT APR25	*	5,670.00	
		5/03/25 344321	202504 300-13100-10300	SEWER PLANT INSPECT APR25	*	1,890.00	
		5/03/25 344321	202504 302-53600-52100	PULSAFEEDER CHLOR MTRPUMP	*	824.31	
		5/03/25 344321	202504 302-53600-52000	CHLORINE SOL/PAIL OF STIX	*	655.68	
GENERAL UTILITIES							9,999.99 002574
6/30/25	00155	6/01/25 25-069	202505 301-51300-31100	CONVERT OLD WWPT-DIGESTER	*	3,150.00	
KEY ENGINEERING ASSOCIATES, INC.							3,150.00 002575
6/30/25	00101	5/27/25 9918380	202505 301-51300-49000	MEETING ROOM FEE 05/23/25	*	246.00	
		6/02/25 10011415	202505 302-53600-12000	LABOR SERVICES MAY25	*	719.53	
MISSION INN RESORT & CLUB							965.53 002576
6/30/25	00002	5/31/25 11740753	202505 301-51300-48000	NOTICE OF BOS MEETING	*	200.75	
ORLANDO SENTINEL							200.75 002577
6/30/25	00151	5/27/25 14142	202505 302-53600-60100	NEW ACTUATOR INSTALLATION	*	7,883.00	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		6/17/25 14418	202504 300-13100-10300		*	4,958.00	
		INSTALL TEMP BLOWER WWTP					
		6/17/25 15092	202505 300-13100-10300		*	1,000.00	
		TEMP BLOWER RENTAL MAY25					
			RCM UTILITIES				13,841.00 002578
6/30/25 00150		6/23/25 209	202505 302-53600-46000		*	750.00	
		9533 SAN FERN-MTR REPAIR					
		6/23/25 610	202506 302-53600-46000		*	750.00	
		26236 AVE LAS COL-MTR RPR					
			STEVE JONES BUILDERS INC.				1,500.00 002579
6/30/25 00152		6/10/25 65894	202505 301-51300-31500		*	900.00	
		PRER & ATTEND BOS MEETING					
		6/10/25 65894	202505 300-13100-10300		*	8,027.50	
		DEVELOPMENT AGREEMENTS					
			STONE & GERKEN P.A.				8,927.50 002580
6/30/25 00159		6/13/25 1894	202506 302-53600-60100		*	4,400.00	
		2 PREM #60 AQUA SER CHAIN					
			UTILITY REPAIR EXPERTS LLC				4,400.00 002581
7/14/25 00160		7/09/25 90111357	202506 301-51300-32200		*	3,200.00	
		FY24 ANNUAL AUDIT REPORT					
			DIBARTOLOMEO,MCBEE,HARTLEY & BARNES				3,200.00 002582
7/14/25 00001		7/01/25 243	202504 301-51300-51000		*	34.81	
		#10WINDOW ENVELOPES-BILLS					
		7/01/25 243A	202505 302-53600-52100		*	131.12	
		WATER BOIL NOTICE SIGNS					
		7/01/25 243A	202505 301-51300-47000		*	139.50	
		2024 CCR MAIL NOTICES					
		7/01/25 243A	202505 301-51300-47000		*	146.25	
		WATER ALERT QRCODE NOTICE					
		7/01/25 243A	202505 301-51300-51000		*	31.99	
		#10 WINDOWED ENVELOPES					
		7/01/25 243B	202507 301-51300-34000		*	3,541.67	
		MANAGEMENT FEES JUL25					
		7/01/25 243B	202507 301-51300-34200		*	105.00	
		WEBSITE ADMIN JUL25					
		7/01/25 243B	202507 301-51300-34100		*	157.50	
		INFORMATION TECH JUL25					
		7/01/25 243B	202507 301-51300-51000		*	6.57	
		OFFICE SUPPLIES JUL25					
		7/01/25 243B	202507 301-51300-42000		*	141.88	
		POSTAGE JUL25					

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		7/01/25 243B	202507 301-51300-47000		*	.60	
		COPIES JUL25					
				GOVERNMENTAL MANAGEMENT SERVICES			4,436.89 002583
7/14/25 00148		6/03/25 344519	202505 302-53600-46300		*	997.50	
			WATER PLANT INSPECT MAY25				
		6/03/25 344519	202505 300-13100-10300		*	332.50	
			WATER PLANT INSPECT MAY25				
		6/03/25 344519	202505 302-53600-46300		*	5,657.25	
			SEWER PLANT INSPECT MAY25				
		6/03/25 344519	202505 300-13100-10300		*	1,885.75	
			SEWER PLANT INSPECT MAY25				
		6/03/25 344519	202505 302-53600-52100		*	103.56	
			HIGH PRESS.CHLOR.CHK VLVE				
		6/03/25 344519	202505 302-53600-52000		*	1,636.44	
			CHLORINE/CHLORINE MIX SOL				
				GENERAL UTILITIES			10,613.00 002584
7/14/25 00086		6/30/25 040506-2	202506 302-53600-46100		*	483.00	
			MOWING 04/01/25-06/30/25				
		6/30/25 040506-2	202506 300-13100-10300		*	1,932.00	
			MOWING 04/01/25-06/30/25				
				JESUS G SANCHEZ			2,415.00 002585
7/14/25 00155		7/01/25 25-078	202506 301-51300-31100		*	5,638.50	
			QTRLY WWTP/FDEP APP LHDEV				
				KEY ENGINEERING ASSOCIATES, INC.			5,638.50 002586
7/14/25 00101		7/02/25 10011525	202506 302-53600-12000		*	719.53	
			LABOR SERVICES JUN25				
				MISSION INN RESORT & CLUB			719.53 002587
7/14/25 00150		6/30/25 212	202506 302-53600-46000		*	780.00	
			GENERATOR MAINT/START-UP				
		6/30/25 214	202506 302-53600-46000		*	680.00	
			LAS COLINAS WELL INSPECT				
				STEVE JONES BUILDERS INC.			1,460.00 002588
7/14/25 00159		6/11/25 1890	202506 302-53600-46000		*	6,770.00	
			CONN. EXIST.INFLUENT MAIN				
		6/11/25 1890	202506 302-53600-46000		*	1,500.00	
			UTIL.PORTABLE PUMP-DRAIN				
		6/11/25 1890	202506 302-53600-52100		*	1,900.00	
			INSTALL 1"RPZ BACKFLOW				
		6/11/25 1890	202506 302-53600-46000		*	1,500.00	
			RMV SHED,VEG,SANDBAGS,ETC				

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 #
		6/11/25 1890	202506 302-53600-46000		*	2,500.00	
			DRAIN WTR/RMV HYDROSCREEN				
				UTILITY REPAIR EXPERTS LLC			14,170.00 002589
7/22/25 00120		5/30/25 40655	202505 302-53600-46000		*	3,176.17	
			RPLC UPS BACKUPS & PANEL				
				ACS FIRE & SECURITY			3,176.17 002590
7/22/25 00084		7/08/25 83248	202507 302-53600-54000		*	2,000.00	
			2025 PWS#3354944				
				FLORIDA DEPT OF ENV PROTECTION			2,000.00 002591
7/22/25 00161		7/22/25 LHP-RAM0	202507 300-20700-10300		*	70.00	
			OVERPMT LH PUBLIX RAM FEE				
				PUBLIX SUPER MARKETS INC			70.00 002592
7/22/25 00162		7/15/25 230622LO	202410 300-13100-10000		*	2,700.00	
			STAKEOUT EASEMENT AREA				
				PACKING HOUSE BY PRODUCTS, CO.			2,700.00 002593
7/22/25 00151		7/22/25 15445	202506 300-13100-10300		*	1,000.00	
			TEMP BLOWER AT WWTP JUN25				
				RCM UTILITIES			1,000.00 002594
7/22/25 00150		7/07/25 217	202507 302-53600-46000		*	680.00	
			LIGHTNING REPAIR-EQUIP RM				
				STEVE JONES BUILDERS INC.			680.00 002595
8/28/25 00022		8/01/25 21836	202508 302-53600-54000		*	160.10	
			ANNUAL RENEWAL FEES				
				FLORIDA RURAL WATER ASSOCIATION			160.10 002596
8/28/25 00001		8/01/25 244	202508 301-51300-34000		*	3,541.67	
			MANAGEMENT FEES AUG25				
		8/01/25 244	202508 301-51300-34200		*	105.00	
			WEBSITE ADMIN AUG25				
		8/01/25 244	202508 301-51300-34100		*	157.50	
			INFORMATION TECH AUG25				
		8/01/25 244	202508 301-51300-51000		*	6.72	
			OFFICE SUPPLIES AUG25				
		8/01/25 244	202508 301-51300-42000		*	154.36	
			POSTAGE AUG25				
				GOVERNMENTAL MANAGEMENT SERVICES			3,965.25 002597
8/28/25 99999		8/28/25 VOID	202508 000-00000-00000		C	.00	
			VOID CHECK				
				*****INVALID VENDOR NUMBER*****			.00 002598
				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 #
8/28/25	00164	8/26/25 1-91545	202505 302-53600-46000		*	249.32	
		2 TIRES-PORT. GENERATOR					
			LAKE TIRE & AUTO				249.32 002603
8/28/25	00101	8/04/25 10011626	202507 302-53600-12000		*	719.53	
		LABOR SERVICES JUL25					
		8/26/25 082625	202508 302-53600-46000		*	1,000.00	
		CLEAN OUT LIFT STATIONS					
			MISSION INN RESORT & CLUB				1,719.53 002604
8/28/25	00151	8/12/25 15633	202507 300-13100-10300		*	1,000.00	
		TEMP BLOWER WWTP JUL25					
		8/12/25 15633A	202508 300-13100-10300		*	450.00	
		TEMP BLOWER WWTP AUG25					
			RCM UTILITIES				1,450.00 002605
8/28/25	00152	7/23/25 66107	202506 301-51300-31500		*	475.00	
		AUDIT/LEGISLATIVE UPDATES					
		7/23/25 66107	202506 300-13100-10300		*	2,970.00	
		CAPACITY AGREEMENTS					
			STONE & GERKEN P.A.				3,445.00 002606
8/28/25	00138	8/27/25 08272025	202508 300-22000-10100		*	7,875.00	
		DEP REFUND LOTS#12,13,15					
			VENEZIA HOWEY LLC				7,875.00 002607
TOTAL FOR BANK A						141,706.37	
TOTAL FOR REGISTER						141,706.37	

## SECTION 2

***Central Lake***  
***Community Development District***

***Unaudited Financial Reporting***  
***July 31, 2025***





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**Central Lake**  
**Community Development District**  
**Balance Sheet**  
**July 31, 2025**

	<i>Water &amp; Sewer Fund</i>	<i>Reservation &amp; Maintenance Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
Cash - Wells Fargo Bank	\$ 129,896	\$ 98,852	\$ 228,748
Accounts Receivable	44,749	6,168	50,917
State Board of Administration	3,390,679	52,549	3,443,227
Due from Water & Sewer	-	15,225	15,225
Due from Other	2,700	-	2,700
Due from RAM	40,612	-	40,612
Due from THIH - Lot Closings	11,591	-	11,591
Due from THIH - Boondocks	378	-	378
Due from THIH - School	135	-	135
Due from THIH - Bishop's Gate	-	-	-
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)
<b>Total Assets</b>	<b>\$ 6,278,866</b>	<b>\$ 264,400</b>	<b>\$ 6,543,266</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 28,620	\$ -	\$ 28,620
Lease Payable - Current	27,436	-	27,436
Due to Water & Sewer	-	40,612	40,612
Due to RAM	15,225	-	15,225
Builder's Deposit	7,875	-	7,875
Deferred Revenue	6,756	-	6,756
Lease Payable	3,049,142	-	3,049,142
<b>Total Liabilities</b>	<b>\$ 3,135,054</b>	<b>\$ 40,612</b>	<b>\$ 3,175,666</b>
<b>Fund Balances:</b>			
Invested in Capital Assets	\$ -	\$ (326,845)	\$ (326,845)
Unreserved	3,143,812	550,634	3,694,446
<b>Total Fund Balances</b>	<b>\$ 3,143,812</b>	<b>\$ 223,788</b>	<b>\$ 3,367,600</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>\$ 6,278,866</b>	<b>\$ 264,400</b>	<b>\$ 6,543,266</b>

# Central Lake

## Community Development District

### Water & Sewer Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending July 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/25	Thru 07/31/25	Variance
<b>Revenues:</b>				
Water Revenue	\$ 268,345	\$ 223,621	\$ 219,461	\$ (4,160)
Sewer Revenue	221,705	184,754	188,945	4,191
Wholesale Sewer Revenue - Talichet/Venezia	102,470	85,392	105,724	20,333
Wholesale Sewer Revenue - Boondocks	3,888	3,240	3,538	298
Wholesale Sewer Revenue - ESE School	3,500	2,917	4,003	1,086
Wholesale Sewer Revenue - BishopsGate	23,155	25,734	25,734	-
Mission Inn Irrigation	9,000	7,500	9,897	2,397
Las Colinas HOA Irrigation	31,950	26,625	31,198	4,573
Miscellaneous Income	3,000	2,500	1,459	(1,041)
CIAC/Meter Fees	54,891	45,743	3,228,039	3,182,296
Interest	100	83	10,802	10,719
<b>Total Revenues</b>	<b>\$ 722,005</b>	<b>\$ 608,109</b>	<b>\$ 3,828,801</b>	<b>\$ 3,220,692</b>
<b>Expenditures:</b>				
<b>Administrative:</b>				
Engineering Fees	\$ 3,500	\$ 2,917	\$ 13,289	\$ (10,372)
Attorney Fees	12,000	10,000	14,281	(4,281)
Annual Audit	3,600	3,600	3,200	400
Management Fees	42,500	35,417	35,417	(0)
Information Technology	1,890	1,575	1,575	-
Website Maintenance	1,260	1,050	1,050	-
Telephone	25	20	-	20
Postage	1,750	1,458	1,586	(128)
Printing & Binding	350	292	437	(146)
Insurance	4,190	4,190	4,074	116
Legal Advertising	1,500	1,250	1,831	(581)
Office Supplies	500	417	270	147
Other Current Charges	1,200	1,000	1,323	(323)
Property Taxes	1,300	1,300	1,067	233
Dues, Licenses & Subscriptions	175	175	175	-
<b>Total Administrative:</b>	<b>\$ 75,740</b>	<b>\$ 64,660</b>	<b>\$ 79,575</b>	<b>\$ (14,915)</b>
<b>Operations &amp; Maintenance</b>				
Property Insurance	\$ 23,905	\$ 23,905	\$ 24,535	\$ (630)
Electric	175,500	146,250	133,622	12,628
Backup Fuel	334	278	-	278
Chemicals	15,000	12,500	8,849	3,651
Dues, Licenses & Subscriptions	2,500	2,083	2,450	(367)
Labor	8,634	7,195	7,195	(0)
Mowing	2,000	1,667	1,657	10
Plant Lease	175,383	146,153	146,153	-
Repairs & Maintenance	45,000	37,500	52,818	(15,318)
Sludge Pumping	40,000	33,333	33,213	120
Utility Maintenance	105,170	87,642	66,428	21,214
Capital Outlay	52,839	44,033	14,724	29,308
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 646,265</b>	<b>\$ 542,538</b>	<b>\$ 491,643</b>	<b>\$ 50,895</b>
<b>Total Expenditures</b>	<b>\$ 722,005</b>	<b>\$ 607,199</b>	<b>\$ 571,218</b>	<b>\$ 35,980</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 0</b>		<b>\$ 3,257,582</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (113,771)</b>	
<b>Fund Balance - Ending</b>	<b>\$ 0</b>		<b>\$ 3,143,812</b>	

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

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>Revenues:</b>													
Water Revenue	\$ 19,945	\$ 27,659	\$ 14,736	\$ 19,063	\$ 13,078	\$ 27,418	\$ 28,511	\$ 24,427	\$ 24,338	\$ 20,286	\$ -	\$ -	\$ 219,461
Sewer Revenue	18,881	18,888	18,888	18,888	18,888	18,888	18,933	18,823	18,933	18,933	-	-	188,945
Wholesale Sewer Revenue - Talichet/Venezia	9,139	9,307	9,451	9,595	9,667	12,314	11,535	11,535	11,591	11,591	-	-	105,724
Wholesale Sewer Revenue - Boondocks	324	324	324	324	324	405	378	378	378	378	-	-	3,538
Wholesale Sewer Revenue - ESE School	391	542	391	275	494	353	566	508	347	135	-	-	4,003
Wholesale Sewer Revenue - BishopsGate	5,789	-	-	-	-	19,946	-	-	-	-	-	-	25,734
Mission Inn Irrigation	842	1,240	910	965	769	1,116	955	948	1,099	1,054	-	-	9,897
Las Colinas HOA Irrigation	2,162	3,922	2,550	2,760	1,921	3,067	3,269	3,774	4,093	3,681	-	-	31,198
Miscellaneous Income	70	191	117	79	93	118	393	116	173	108	-	-	1,459
CIAC/Meter Fees	-	-	-	-	-	-	-	2,852,664	-	375,375	-	-	3,228,039
Interest	9	9	9	9	8	110	617	639	619	8,773	-	-	10,802
<b>Total Revenues</b>	<b>\$ 57,551</b>	<b>\$ 62,082</b>	<b>\$ 47,376</b>	<b>\$ 51,958</b>	<b>\$ 45,243</b>	<b>\$ 83,736</b>	<b>\$ 65,158</b>	<b>\$ 2,913,811</b>	<b>\$ 61,571</b>	<b>\$ 440,315</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,828,801</b>
<b>Expenditures:</b>													
<b>Administrative:</b>													
Engineering Fees	\$ -	\$ -	\$ -	\$ 3,600	\$ 113	\$ -	\$ 450	\$ 3,150	\$ 5,639	\$ 338	\$ -	\$ -	\$ 13,289
Attorney Fees	2,496	2,346	1,203	2,681	540	1,260	2,380	900	475	-	-	-	14,281
Annual Audit	-	-	-	-	-	-	-	-	3,200	-	-	-	3,200
Management Fees	3,542	3,542	3,542	3,542	3,542	3,542	3,542	3,542	3,542	3,542	-	-	35,417
Information Technology	158	158	158	158	158	158	158	158	158	158	-	-	1,575
Website Maintenance	105	105	105	105	105	105	105	105	105	105	-	-	1,050
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	142	140	140	300	142	141	138	162	139	142	-	-	1,586
Printing & Binding	57	-	-	-	-	-	69	286	25	1	-	-	437
Insurance	4,074	-	-	-	-	-	-	-	-	-	-	-	4,074
Legal Advertising	-	-	469	-	-	220	941	201	-	-	-	-	1,831
Office Supplies	7	44	13	100	7	8	41	38	6	7	-	-	270
Other Current Charges	-	-	246	-	71	336	110	561	-	-	-	-	1,323
Property Taxes	-	1,067	-	-	-	-	-	-	-	-	-	-	1,067
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
<b>Total Administrative:</b>	<b>\$ 10,756</b>	<b>\$ 7,401</b>	<b>\$ 5,875</b>	<b>\$ 10,485</b>	<b>\$ 4,677</b>	<b>\$ 5,768</b>	<b>\$ 7,933</b>	<b>\$ 9,101</b>	<b>\$ 13,288</b>	<b>\$ 4,291</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 79,575</b>
<b>Operations &amp; Maintenance</b>													
Property Insurance	\$ 24,535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,535
Electric	11,382	11,081	12,806	14,099	12,747	13,346	14,583	14,151	13,720	15,707	-	-	133,622
Backup Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-
Chemicals	796	1,856	98	1,788	1,161	-	656	1,636	562	295	-	-	8,849
Dues, Licenses & Subscriptions	450	-	-	-	-	-	-	-	-	2,000	-	-	2,450
Labor	720	720	720	720	720	720	720	720	720	720	-	-	7,195
Mowing	71	-	437	71	-	437	79	-	483	79	-	-	1,657
Plant Lease	14,615	14,615	14,615	14,615	14,615	14,615	14,615	14,615	14,615	14,615	-	-	146,153
Repairs & Maintenance	18,876	661	692	-	8,479	-	824	4,410	16,380	2,495	-	-	52,818
Sludge Pumping	-	-	-	-	8,392	6,759	2,313	15,749	-	-	-	-	33,213
Utility Maintenance	8,490	5,752	5,886	6,160	8,112	6,381	6,390	6,655	6,229	6,374	-	-	66,428
Capital Outlay	-	-	-	-	-	2,441	-	7,883	4,400	-	-	-	14,724
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 79,935</b>	<b>\$ 34,684</b>	<b>\$ 35,254</b>	<b>\$ 37,452</b>	<b>\$ 54,227</b>	<b>\$ 44,699</b>	<b>\$ 40,180</b>	<b>\$ 65,819</b>	<b>\$ 57,109</b>	<b>\$ 42,285</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 491,643</b>
<b>Total Expenditures</b>	<b>\$ 90,690</b>	<b>\$ 42,085</b>	<b>\$ 41,129</b>	<b>\$ 47,937</b>	<b>\$ 58,903</b>	<b>\$ 50,468</b>	<b>\$ 48,113</b>	<b>\$ 74,921</b>	<b>\$ 70,397</b>	<b>\$ 46,575</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 571,218</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (33,139)</b>	<b>\$ 19,997</b>	<b>\$ 6,246</b>	<b>\$ 4,021</b>	<b>\$ (13,660)</b>	<b>\$ 33,268</b>	<b>\$ 17,045</b>	<b>\$ 2,838,891</b>	<b>\$ (8,826)</b>	<b>\$ 393,739</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,257,582</b>



**Central Lake**  
**Community Development District**

**Wholesale Sewer Revenue**

**Month to Month**

		Oct		Nov		Dec		Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sept		Total	
<b>Revenues:</b>																											
Wholesale Sewer Revenue - Talichet/Venezia	\$	9,139	\$	9,307	\$	9,451	\$	9,595	\$	9,667	\$	12,314	\$	11,535	\$	11,535	\$	11,591	\$	11,591	\$	-	\$	-	\$	105,724	
Wholesale Sewer Revenue - Boondocks		324		324		324		324		324		405		378		378		378		378		-		-		3,538	
Wholesale Sewer Revenue - ESE School		391		542		391		275		494		353		566		508		347		135		-		-		4,003	
Wholesale Sewer Revenue - BishopsGate		5,789		-		-		-		-		19,946		-		-		-		-		-		-		25,734	
<b>Total Revenues</b>	<b>\$</b>	<b>15,643</b>	<b>\$</b>	<b>10,173</b>	<b>\$</b>	<b>10,166</b>	<b>\$</b>	<b>10,194</b>	<b>\$</b>	<b>10,485</b>	<b>\$</b>	<b>33,018</b>	<b>\$</b>	<b>12,479</b>	<b>\$</b>	<b>12,421</b>	<b>\$</b>	<b>12,316</b>	<b>\$</b>	<b>12,104</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>139,000</b>	

# Central Lake

## Community Development District

### Wholesale Sewer Revenue

#### Venezia

Type	Date	Check#	Beginning Balance	Billing Usage	Payment Received	Balance
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			12,314.11		12,314.11
Payment - Mar.25	04/16/25	36493			(12,314.12)	(0.01)
April Billing	04/22/25			11,534.52		11,534.51
Payment - Apr.25	05/14/25	36536			(11,534.52)	(0.01)
May Billing	05/15/25			11,534.52		11,534.51
Payment - May25	06/11/25	36594			(11,534.51)	0.00
June Billing	06/17/25			11,590.53		11,590.53
Payment - Jun.25	06/17/25	36629			(11,590.53)	0.00
July Billing	07/21/25			11,590.54		11,590.54

#### Total Venezia

<b>\$8,899.20</b>	<b>\$105,724.22</b>	<b>(\$103,032.88)</b>	<b>\$11,590.54</b>
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#### Boondocks

Type	Date	Check#	Beginning Balance	Billing Usage	Payment Received	Balance
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
Payment - Apr.25	05/14/25	36536			(405.21)	(0.01)
May Billing	05/15/25			378.14		378.13
Payment - May25	06/11/25	36594			(378.14)	(0.01)
June Billing	06/17/25			378.14		378.13
Payment - Jun.25	06/17/25	36629			(378.14)	(0.01)
July Billing	07/21/25			378.14		378.13

#### Total Boondocks

<b>\$324.00</b>	<b>\$3,537.76</b>	<b>(\$3,483.63)</b>	<b>\$378.13</b>
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## Central Lake

### Community Development District

#### Wholesale Sewer Revenue

	Type	Date	Check#	Beginning Balance	Billing Usage	Payment Received	Balance
<b>ESE School</b>	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
	Payment - Apr.25	05/14/25	36536			(556.28)	0.00
	May Billing	05/15/25			507.94		507.94
	Payment - May25	06/11/25	36594			(507.94)	0.00
	June Billing	06/17/25			347.49		347.49
	Payment - Jun.25	06/17/25	36629			(347.49)	0.00
	July Billing	07/21/25			134.91		134.91
<b>Total ESE School</b>				<b>\$429.78</b>	<b>\$4,003.15</b>	<b>(\$4,298.02)</b>	<b>\$134.91</b>
	Type	Date	Check#	Beginning Balance	Billing Usage	Payment Received	Balance
<b>Bishop's Gate</b>	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
<b>Total Bishop's Gate</b>				<b>(\$5,788.80)</b>	<b>\$25,734.43</b>	<b>\$0.00</b>	<b>\$19,945.63</b>
<b>TOTAL</b>				<b>\$3,864.18</b>	<b>\$138,999.56</b>	<b>(\$110,814.53)</b>	<b>\$32,049.21</b>

**Central Lake**  
**Community Development District**  
**Reservation & Maintenance Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending July 31, 2025**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/25	Thru 07/31/25	Variance
<b>Revenues:</b>				
RAM Sewer Revenue	\$ 151,848	\$ 126,540	\$ 138,295	\$ 11,755
Miscellaneous Revenue	-	-	1,730	1,730
Interest	600	500	1,075	575
<b>Total Revenues</b>	<b>\$ 152,448</b>	<b>\$ 127,040</b>	<b>\$ 141,100</b>	<b>\$ 14,060</b>
<b>Expenditures:</b>				
<b><u>Administrative</u></b>				
Attorney Fees	\$ 12,000	\$ 10,000	\$ 23,904	\$ (13,904)
Postage	150	125	69	56
Insurance	4,190	4,190	4,074	116
Other Current Charges	500	417	-	417
Property Taxes	1,300	1,300	1,067	233
<b>Total Administrative:</b>	<b>\$ 18,140</b>	<b>\$ 16,032</b>	<b>\$ 29,114</b>	<b>\$ (13,082)</b>
<b><u>Operations &amp; Maintenance</u></b>				
Property Insurance	\$ 23,905	\$ 23,905	\$ 24,535	\$ (630)
Mowing	8,000	6,667	6,628	38
Operating Supplies	7,500	6,250	-	6,250
Permits	5,000	4,167	2,998	1,169
Refuse Service	720	600	351	249
Repairs & Maintenance	26,000	21,667	7,958	13,709
Utility Maintenance	32,763	27,303	22,142	5,160
Capital Outlay	71,438	59,532	-	59,532
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 175,326</b>	<b>\$ 150,089</b>	<b>\$ 64,612</b>	<b>\$ 85,477</b>
<b>Total Expenditures</b>	<b>\$ 193,466</b>	<b>\$ 166,121</b>	<b>\$ 93,726</b>	<b>\$ 72,395</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (41,018)</b>		<b>\$ 47,374</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 41,018</b>		<b>\$ 503,260</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 550,634</b>	

# Central Lake

## Community Development District

### Reservation & Maintenance Fund

#### Month to Month

		Oct		Nov		Dec		Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sept		Total	
<b>Revenues:</b>																											
RAM Sewer Revenue	\$	8,928	\$	8,885	\$	8,855	\$	8,830	\$	8,808	\$	8,800	\$	12,294	\$	45,784	\$	12,288	\$	14,822	\$	-	\$	-	\$	138,295	
Miscellaneous Revenue		39		-		80		2		80		137		195		306		416		476		-		-		1,730	
Interest		49		46		46		45		41		69		191		198		192		198		-		-		1,075	
<b>Total Revenues</b>	<b>\$</b>	<b>9,016</b>	<b>\$</b>	<b>8,931</b>	<b>\$</b>	<b>8,981</b>	<b>\$</b>	<b>8,876</b>	<b>\$</b>	<b>8,929</b>	<b>\$</b>	<b>9,006</b>	<b>\$</b>	<b>12,680</b>	<b>\$</b>	<b>46,287</b>	<b>\$</b>	<b>12,896</b>	<b>\$</b>	<b>15,497</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>141,100</b>	
<b>Expenditures:</b>																											
<b>Administrative</b>																											
Attorney Fees	\$	2,496	\$	2,346	\$	1,203	\$	2,681	\$	540	\$	1,260	\$	2,380	\$	8,028	\$	2,970	\$	-	\$	-	\$	-	\$	23,904	
Postage		7		7		7		9		8		7		7		9		7		-		-		-		69	
Insurance		4,074		-		-		-		-		-		-		-		-		-		-		-		4,074	
Other Current Charges		-		-		-		-		-		-		-		-		-		-		-		-		-	
Property Taxes		-		1,067		-		-		-		-		-		-		-		-		-		-		1,067	
<b>Total Administrative:</b>	<b>\$</b>	<b>6,578</b>	<b>\$</b>	<b>3,420</b>	<b>\$</b>	<b>1,211</b>	<b>\$</b>	<b>2,690</b>	<b>\$</b>	<b>548</b>	<b>\$</b>	<b>1,267</b>	<b>\$</b>	<b>2,387</b>	<b>\$</b>	<b>8,036</b>	<b>\$</b>	<b>2,977</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>29,114</b>	
<b>Operations &amp; Maintenance</b>																											
Property Insurance	\$	24,535	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	24,535	
Mowing		284		-		1,748		284		-		1,748		316		-		1,932		316		-		-		6,628	
Operating Supplies		-		-		-		-		-		-		-		-		-		-		-		-		-	
Permits		-		-		-		-		-		-		-		-		2,998		-		-		-		2,998	
Refuse Service		-		-		-		16		56		56		56		56		56		56		-		-		351	
Repairs & Maintenance		-		-		-		-		-		-		4,958		1,000		1,000		1,000		-		-		7,958	
Utility Maintenance		2,830		1,917		1,962		2,053		2,704		2,127		2,130		2,218		2,076		2,125		-		-		22,142	
Capital Outlay		-		-		-		-		-		-		-		-		-		-		-		-		-	
<b>Total Operations &amp; Maintenance:</b>	<b>\$</b>	<b>27,649</b>	<b>\$</b>	<b>1,917</b>	<b>\$</b>	<b>3,710</b>	<b>\$</b>	<b>2,353</b>	<b>\$</b>	<b>2,760</b>	<b>\$</b>	<b>3,931</b>	<b>\$</b>	<b>7,460</b>	<b>\$</b>	<b>3,274</b>	<b>\$</b>	<b>8,062</b>	<b>\$</b>	<b>3,496</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>64,612</b>	
<b>Total Expenditures</b>	<b>\$</b>	<b>34,227</b>	<b>\$</b>	<b>5,338</b>	<b>\$</b>	<b>4,921</b>	<b>\$</b>	<b>5,043</b>	<b>\$</b>	<b>3,307</b>	<b>\$</b>	<b>5,198</b>	<b>\$</b>	<b>9,847</b>	<b>\$</b>	<b>11,310</b>	<b>\$</b>	<b>11,039</b>	<b>\$</b>	<b>3,496</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>93,726</b>	
<b>Excess Revenues (Expenditures)</b>	<b>\$</b>	<b>(25,210)</b>	<b>\$</b>	<b>3,594</b>	<b>\$</b>	<b>4,061</b>	<b>\$</b>	<b>3,834</b>	<b>\$</b>	<b>5,621</b>	<b>\$</b>	<b>3,808</b>	<b>\$</b>	<b>2,833</b>	<b>\$</b>	<b>34,977</b>	<b>\$</b>	<b>1,857</b>	<b>\$</b>	<b>12,000</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>47,374</b>	



## SECTION 3

**NOTICE OF MEETINGS  
CENTRAL LAKE COMMUNITY  
DEVELOPMENT DISTRICT  
Fiscal Year 2026**

As required by Chapter 190 Florida Statutes, notice is being given that the Board of Supervisors of the **Central Lake Community Development District** does not meet on a regular basis but will separately publish notice of meetings at least seven days prior to each Board meeting to include the date, time and location of said meetings. Meetings may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint  
Governmental Management Services – Central Florida, LLC  
District Manager