*Central Lake Community*
*Development District*

*Agenda*

*November 6, 2026*

# AGENDA

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

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

REVISED AGENDA

October 30, 2026

Board of Supervisors
Central Lake Community
Development District

Dear Board Members:

The special meeting of the Board of Supervisors of the Central Lake Community Development District will be held **Friday, November 6, 2026 at 8:00 a.m. at the Mission Inn Resort & Club, El Moro Room, 10400 County Road 48, Howey-in-the-Hills, Florida**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the September 4, 2026 Meeting
4. Consideration of Proposal from Marolf Environmental for Installation of Tanks and Equipment at Frozen Grove WWTP
5. Consideration of Proposal from American Environmental Consulting for Frozen Grove WWTF Well Replacement
6. Consideration of Request to Transfer Wastewater Capacity from Reserve – Commercial to Mission Rise
7. Consideration of Agreement with PayGOV.US for Electronic Payment Processing Services
8. **Consideration of First Amendment to Infrastructure Easement Agreement - Added**
9. Ratification of Agreement with DiBartolomeo, McBee, Hartley & Barnes, P.A. to Provide Auditing Services for the Fiscal Year 2026
10. Staff Reports
    A. Attorney
    B. Engineer
    C. District Manager's Report
        i. Approval of Check Register
        ii. Balance Sheet and Income Statement
    D. On-Site Operations
11. Supervisors Requests
12. Other Business
13. Next Meeting Date
14. Adjournment

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

Sincerely,

*George S. Flint*

George S. Flint
District Manager

Cc: Darrin Mossing, GMS

Enclosures

# 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, September 4, 2026, at 8:00 a.m. at the Sales Center, 1080 San Luis, Howey-in-the-Hills, Florida.

Present and constituting a quorum were:

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

Also present were:

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| George Flint | District Manager |
| Kevin Stone | District Counsel |
| John Arnold | Town of Howey-in-the-Hills |

*The following is a summary of the minutes and actions taken at the September 4, 2026 meeting.*

**FIRST ORDER OF BUSINESS** **Roll Call**

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

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

There being no comments, the next item followed.

**THIRD ORDER OF BUSINESS** **Approval of the Minutes of June 12, 2026 Meeting**

> On MOTION by Mr. Clary, seconded by Mr. Parks, with all in favor, the minutes of the June 12, 2026 meeting were approved as presented.

**FOURTH ORDER OF BUSINESS** **Review and Acceptance of Fiscal Year 2025 Audit Report**

Mr. Flint stated we did file the audit with the State but subsequent to filing the Chairman and staff noticed some of the details in the narrative as a result of the sale of the resort and some changes in ownership need to be revised. The Chairman has provided me with some comments on those changes. This is a clean audit; we met the statutory timeframe and the amendments to the audit are not from a number standpoint or financial standpoint substantive.

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| On MOTION by Mr. Beucher, seconded by Ms. Miller, with all in favor, the Fiscal Year 2025 Audit Report was accepted, subject to the narrative changes. |

**FIFTH ORDER OF BUSINESS Public Hearings**

**A. Rate Hearing**

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| On MOTION by Mr. Beucher, seconded by Mr. Clary, with all in favor, the public hearing was opened. |

**i. Consideration of Resolution 2026-04 Adopting Amendments to the Water and Wastewater Rate Schedule**

Mr. Flint stated at your last meeting you reviewed proposed changes to the CIAC fees for water and wastewater and directed staff to notice a rate hearing for today. We did that, we met the statutory noticing requirements, the proposed wastewater CIAC fee is proposed to increase to $6,250 and the proposed water CIAC is proposed to increase to $2,675. There is a letter in your agenda from the District Engineer with the recommendation supporting these changes. This is a public hearing, are there any members of the public who would like to provide comment on the rate hearing.

There being none, we will close the public comment and bring it back to the Board for review and discussion of Resolution 2026-04 and the proposed changes to your CIAC fees. I will note the rate schedule for the rate hearing only reflects changes to the CIAC fees, however your rules do allow an automatic CPI change annually for your user rates. On October 1 your user fees are going to be adjusted by CPI, but that is not required as part of our rate hearing. I did hand out a schedule that does reflect the CPI adjustment. The hard copy you have shows the change in the user rates that will be effective October 1. What is in the agenda just shows the CIAC because that is the nature of the rate hearing.

Mr. Stone stated just to be clear the letter that Mr. Flint referred to is the letter from Key Engineering that was also presented at your last meeting, just incorporating that by reference into

the hearing materials. I assume the handout that Mr. Flint gave us with both the CIAC and reflecting the automatic CPI adjustment is the one that would appear on the website after today's meeting.

Mr. Flint stated yes.

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| On MOTION by Mr. Parks, seconded by Mr. Clary, with all in favor, Resolution 2026-04 Adopting Amendments to the Water and Wastewater Rate Schedule, was approved. |

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| On MOTION by Mr. Beucher, seconded by Ms. Miller, with all in favor, the public hearing was closed. |

**B. Budget Hearing**

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| On MOTION by Mr. Clary, seconded by Mr. Parks, with all in favor, the public hearing was opened. |

**i. Consideration of Resolution 2026-05 Adopting the Fiscal Year 2027 Budget and Relating to the Annual Appropriations**

Mr. Flint stated you previously approved a proposed budget and set today and the date, place and time for final consideration of the budget. You have Resolution 2026-05 in the agenda with Exhibit A, which is the proposed FY 2027 budget.

Are there any members of the public who would like to provide comment on the FY 27 budget? Hearing no public comment, we will close the public comment portion of the hearing and bring it back to the Board.

There was a revised budget than what was originally sent out, the primary change has to do with the current year engineering fees. In the water and sewer fund you will see that the total projected for the current year engineering fees of approximately $68,000. All of those should be classed to the RAM fund so the revised budget you have revises the current year estimate, it increases your current year water and sewer fund excess revenue and when you refer to your RAM, reservation and maintenance fund, now you will see a line item for engineering expenses reflecting that amount which reduces the excess revenue at the end of the current year.

If you will refer back to the water and sewer fund in the current year you will see a significant amount of CIAC collected, those are a result of the capacity agreements. For next year the $443,702 is the last Watermark payment under their capacity agreement.

The current year water revenue is below budget and we believe that is a result of the water management district's one day a week irrigation mandate and that has impacted us on our water revenue. The lease payment under operations has been increased by the CPI per the contract. We balanced the water and sewer fund with a capital reserve transfer of $355,040 along with the $443,000 that you budget on the current year would be reflected in a Capital Reserve Fund.

> On MOTION by Mr. Parks, seconded by Mr. Clary, with all in favor, Resolution 2026-05 Adopting the Fiscal Year 2027 Budget and Relating to the Annual Appropriations, was approved.

> On MOTION by Ms. Miller, seconded by Mr. Clary, with all in favor, the public hearing was closed.

**SIXTH ORDER OF BUSINESS** **Discussion of Block Rates Calculations and Implementing an Excessive Use Credit and Authorization to Set Rule Hearing to Amend the Policy Manual**

Mr. Flint stated the action that would be needed is to set a rule hearing. We have had various instances where there has been excessive water usage, and our current policy does not allow us to give an excessive usage credit. We have with the Chair's concurrent in very limited circumstances give a credit based on the individual circumstances, but we recommend is the Board having an excessive use credit policy. One policy we are familiar with and is used in several other utilities sets some criteria in place that would have to be met before an excessive usage credit would be given and specifies how that credit would be calculated.

> On MOTION by Mr. Parks, seconded by Mr. Clary, with all in favor, staff was authorized to notice a rule hearing for June 18, 2026 at 8:00 a.m. at the Mission Inn Resort.

**SEVENTH ORDER OF BUSINESS** **Ratification of Proposal from American Environmental Consulting for Frozen Grove WWTF Well Replacement**

> On MOTION by Mr. Clary, seconded by Mr. Parks, with all in favor, the Proposal from American Environmental Consulting for Frozen Grove WWTF Well Replacement, was ratified.

**EIGHTH ORDER OF BUSINESS** **Consideration of Agreement with American Surveying & Mapping, Inc. to Provide Elevation Location for Monitoring Well**

> On MOTION by Mr. Parks, seconded by Ms. Miller, with all in favor, the Agreement with American Surveying & Mapping, Inc to Provide Elevation Location for Monitoring Well was approved.

**NINTH ORDER OF BUSINESS** **District Goals & Objectives**

**A. Adoption of Fiscal Year 2027 Goals and Objectives**

> On MOTION by Ms. Miller, seconded by Mr. Clary, with all in favor, the Fiscal Year 2027 Goals and Objectives, were approved.

**B. Presentation of Fiscal Year 2026 Goals and Objectives and Authorization to Chairman to Execute Final Form**

> On MOTION by Mr. Parks, seconded by Ms. Miller, with all in favor, the Chairman was authorized to execute the 2026 Goals and Objectives at the end of the fiscal year.

**TENTH ORDER OF BUSINESS** **Discussion and Consideration of Agreement with Mission Carmel Condominium Association for Wastewater Services**

Mr. Flint stated this is a discussion and consideration of an agreement with Mission Camel Condominium Association for wastewater services. In 2008 we negotiated with the condo association, previously we had been billing each condo as a separate account and the fact that these were sewer only we had no ability to enforce collections if someone didn't pay. The solution was to request that the association take responsibility for the wastewater payment so we would bill one entity and not each individual condo. We drafted an agreement, it was transmitted December 2008 to the condo association, it gave them the option of paying the retail rate monthly which was $35 X 32 units or if they were willing to pay one time in advance at the beginning of the year they were given a $1 per unit credit. The rates have changed since then. They were doing one time a year then they wanted to go back to monthly and they have come back and want to do it one time a year again. I recommend that we send a revised agreement to them but we require them to choose one or the other and not have the ability to go back and forth each year. I don't care if it is one time a year or monthly but the ability of them to change every

year is a problem for us from an accounting standpoint. I will work with Kevin to update the agreement.

> On MOTION by Mr. Parks, seconded by Mr. Clary, with all in favor, a revision to the agreement with Mission Carmel Condominium Association for wastewater services was approved, subject to the Association's selection of billing one time a year or billing monthly and execution of the agreement to be made no later than October 15, 2026.

**ELEVENTH ORDER OF BUSINESS Staff Reports**

**A. Attorney**

There being no comments, the next item followed.

**B. Engineer**

There being no comments, the next item followed.

**C. Manager**

**i. Approval of Check Register**

Mr. Flint presented the check register from June 5, 2026 through August 28, 2026 in the amount of $83,199.59.

> On MOTION by Mr. Beucher, seconded by Ms. Miller, 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.

**iii. Approval of Fiscal Year 2027 Meeting Dates**

> On MOTION by Ms. Miller seconded by Mr. Parks with all in favor a notice indicating the Board will meet June 18, 2027 and all other meetings will be on an as needed basis.

**iv. Discussion of Selection of Public Depository**

Mr. Flint stated we want to be able to offer our customers the ability to have auto debit as most utilities have. We have the ability to have people make electronic payments, but they have to manually go in every month and do that. We are limited by our current bank in what we can

do with that, so we recommend the Board consider opening an operating account with Truist Bank.

Mr. Beucher asked are you suggesting we move all of our banking to Truist?

Mr. Flint stated preferably. Truist is the public depositor on 95% of our Districts.

> On MOTION by Mr. Beucher, seconded by Mr. Parks, with all in favor, staff was authorized to open an account with Truist Bank.

**D. Onsite Operations**

Mr. Flint stated EPA promulgated rules in 2021 dealing with lead in water systems and in October 2024 EPA through the Florida Department of Environmental Protection required all water utilities to submit an initial lead line survey. This applies to every water utility. There was a lot of confusion about how this was being implemented, where the information was to be submitted. We had prepared the initial lead line survey, and it was completed in January 2025. It wasn't by the October deadline, but it is an onerous requirement especially for small utilities. We sent it to FDEP in May of this year, FDEP entered it into their system, they provided us screenshots of their system showing they received it, however, two weeks ago we got an enforcement order from EPA saying it was never filed and requiring us to meet certain noticing requirements to our customers. The good news is that the lead line survey indicated there is no lead in our system, in fact our system was constructed after the lead ban. There will be some notices going out to the customers, there is mandatory language in those notices that we don't have the ability to change but there is some flexibility in other information we are going to put in there. Along with the mandatory language, there will be language indicting the lead line survey was completed and submitted and indicates there was no lead in the system. It is going to create some confusion for the customers. I would like to see if EPA staff would allow us to send it out the first week in October and send it out with that monthly bill. I think we can meet the requirements by putting a web link in the note section referring them to our website and post the notice on the website.

**TWELFTH ORDER OF BUSINESS Supervisor's Requests**

There being no comments, the next item followed.

**THRITEENTH ORDER OF BUSINESS Other Business**

There being no comments, the next item followed.

**FOURTEENTH ORDER OF BUSINESS Next Meeting Date**

Mr. Flint stated the next meeting date at this point would be June 18, 2027, however, if there is a need between now and then we will get with the Board and schedule a special meeting.

**FIFTEENTH ORDER OF BUSINESS Adjournment**

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| On MOTION by Mr. Parks seconded by Mr. Beucher with all in favor the meeting adjourned at 8:53 a.m. |

Secretary/Assistant Secretary

Chairman/Vice Chairman

# SECTION IV

**AGREEMENT BETWEEN**

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**

**AND**

**MAROLF ENVIRONMENTAL LLC**

**FOR CONSTRUCTION**

**THIS AGREEMENT FOR CONSTRUCTION** ("the Agreement") is made this __ day of November, 2026by and between **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes (hereafter referred to as "Owner"), whose address is 219 E. Livingston Street, Orlando Florida 32801, and **MAROLF ENVIRONMENTAL LLC** (hereafter referred to as "Contractor"), whose address is 4430 Erie Drive, New Port Richey, FL 34652.

**RECITALS**

**WHEREAS**, the Owner owns a wastewater treatment plant known as the Frozen Grove WWTP in Howey in the Hills, Florida, and desires to undertake work generally described as installation of a three (3) 5,000-gallon chlorine contact tanks on the effluent line to the percolation pond (work referred to as the "Chlorine Contact Tank Installation," and referred to herein as the "Project"), and wishes to enter into an agreement with a contractor capable of providing suitable construction contracting services; and

**WHEREAS**, Contractor is a qualified construction contractor and wishes to enter into an agreement to perform the Work (as defined herein) for the Owner in consideration of payment of a stipulated sum (the "Contract Sum");

**NOW, THEREFORE**, in consideration of the mutual promises contained herein together with other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I. Construction Services and Labor: The Contractor shall furnish all labor, services, fuel, equipment and materials necessary and proper for the completion of the Project at the Frozen Grove WWTP in accordance with the quote attached hereto as Exhibit "A." The term "Work" as used in this Agreement means all construction and services required by the Agreement Documents, whether completed or partially completed, and includes all labor, materials equipment, and services provided or to be provided by the Contractor to fulfill its obligations

II. Contract Sum: In consideration of the Work, the Owner agrees to pay the Contractor, in accordance with the payment provisions of this Agreement, the Contract Sum of **$122,848.57** as evidenced by Exhibit "A" to this Agreement, subject to modification only as set forth herein. The Contract Sum includes all sales and use taxes on materials and supplies incorporated into the Work, for which the Contractor is the ultimate consumer.

III. Agreement Documents: The "Agreement Documents" include this Agreement and all documents listed below, which are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.

   a. Quote attached hereto as Exhibit "A"

   b. Scope of Work / Specifications/Plans / Drawings

   c. W9 Form

   d. Permits / Licenses

   e. All Modifications and Change Orders Issued

f. Payment and Performance Bond (Section 255.05, Florida Statutes)

g. Certificates of Insurance and Required Endorsements

h. Contractor's Affidavit / Certifications (E-Verify, Public Entity Crimes, Scrutinized Companies, Section 787.06, Florida Statutes)

Order of Precedence. In the event of a conflict among the Agreement Documents, the following order of precedence shall apply: (1) Change Orders and written amendments, the most recent governing; (2) this Agreement; (3) the Scope of Work, Specifications, Plans, and Drawings; and (4) the Contractor's Quote attached hereto as Exhibit "A." As between the Specifications and the Drawings, the more stringent requirement shall govern.

IV. Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand delivery, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. Owner's and Contractor's representatives for notice purposes are:

OWNER:

Central Lake CDD
George S. Flint, District Manager
219 E. Livingston Street
Orlando, FL 32801

WITH COPY TO:

Kevin M. Stone, District Counsel
Stone & Gerken, P.A.
4850 N. Hwy 19A
Mount Dora, FL 32757

CONTRACTOR:

Marolf Environmental, LLC
Attn: Joshua Marass, Manager
4430 Erie Drive
New Port Richey, FL 34652

V. Payment: Payments shall be made pursuant to the Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes (Sections 218.70–218.80) (the "Prompt Payment Act"), including Section 218.735, Florida Statutes, which governs payment for construction services, and all Owner policies promulgated consistent therewith. In the event of a conflict between this Agreement and the Prompt Payment Act, the Prompt Payment Act shall control.

*Progress Payments.* Based upon applications for payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement Documents.

a. The period covered by each application for payment shall be one calendar month ending on the last day of the month.

b. The amount of each progress payment shall include the portion of the Contract Sum allocable to completed Work together with the portion of the Contract Sum allocable to

materials and equipment delivered and suitably stored at the site for incorporation into the Project, less the exclusions described in the following subparagraph.

c. The amount of each progress payment shall not include amounts previously paid by the Owner, amounts for uncorrected work for which a Certificate of Payment has been withheld by the Engineer or Owner, any amount for Work performed or defects discovered since the last payment application for which the Engineer or Owner may withhold payment, and retainage.

*Pay Applications.* Contractor shall submit all Applications for Payment to the Owner for review, processing and payment. All applications for payment shall be submitted to the Engineer and simultaneously to the Owner, on an AIA Document G702 "Application and Certificate for Payment" (or equivalent) (the "Application for Payment"). The Engineer is an agent within the meaning of Section 218.72, Florida Statutes, and must approve each Application for Payment before it is processed for payment by the Owner. All applications for payment must be submitted to the Owner's designated representative for Certification and must be delivered to:

George S. Flint, District Manager

Applications for payment shall be submitted via email to gflint@gmscfl.com for the services performed the preceding month. The Owner Designated Representative and the Engineer will review Contractor's Applications for Payment and will certify to Owner for payment to Contractor, those amounts then due Contractor as provided in this Agreement.

*Receipt of Applications for Payment*. Pursuant to Section 218.735(1), Florida Statutes, the District Manager, at the address and e-mail address stated above, is the agent, employee, facility, or office of the Owner designated to receive Applications for Payment. The Owner shall confirm or update this designation in writing no later than ten (10) days after the Notice of Award or Notice to Proceed, and shall give written notice of any later change. Each Application for Payment shall be stamped as received on the date it is delivered to the designated recipient, as provided in Section 218.74(1), Florida Statutes, and the time periods for payment or rejection shall commence on that date. Delivery to the Engineer alone does not commence such time periods.

*Engineer's Review*. The Engineer shall complete its review of each Application for Payment and deliver its certification, or its written statement of the reasons for withholding certification in whole or in part, to the Owner Designated Representative and the Contractor within ten (10) business days after the Application for Payment is stamped as received, so that the Owner may timely pay or reject the Application for Payment as provided below.

*Payment Due Date*. Because the Engineer must approve each Application for Payment before it is processed for payment by the Owner, payment of a proper Application for Payment is due twenty-five (25) business days after the date on which it is stamped as received, as provided in Section 218.735(1)(a), Florida Statutes. The Contractor may send the Owner an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, it shall be deemed accepted, except for any portion that is fraudulent or misleading.

*Rejection; Corrected Applications*. If an Application for Payment does not meet the requirements of the Agreement Documents, the Owner shall reject it in writing within twenty (20) business days after the date on which it is stamped as received. The rejection shall specify the deficiency and the action necessary to make the Application for Payment proper. A corrected Application for Payment that corrects the specified deficiency shall be paid or rejected on the later of: (a) ten (10) business days after the date the corrected Application for Payment is stamped as received; or (b) if the Owner's governing body is required by law to approve or reject the corrected Application for Payment, the first business day after the next regularly scheduled meeting of the governing body held after the

corrected Application for Payment is stamped as received. If the Owner disputes a portion of an Application for Payment, the undisputed portion shall be paid timely.

*Requirements for a Proper Application for Payment*. For purposes of Section 218.72, Florida Statutes, an Application for Payment is a proper payment request only if it: (i) is submitted on AIA Document G702/G703 or an equivalent form approved by the Owner and is consistent with the schedule of values approved by the Engineer; (ii) covers Work performed through the end of the preceding calendar month; (iii) for materials stored on or off the site, is accompanied by evidence of title, insurance, and protection acceptable to the Owner; (iv) is accompanied by any waivers of bond rights requested by the Owner; and (v) for the first Application for Payment, follows the Contractor's delivery of a certified copy of the recorded Bond as required by the Payment and Performance Bonds section of this Agreement.

*Payment Disputes*. If a dispute concerning payment of an Application for Payment cannot be resolved by the rejection and correction procedure above, it shall be resolved as follows, which the parties agree is the dispute resolution procedure prescribed by this Agreement for purposes of Section 218.735(4), Florida Statutes. The District Manager shall commence proceedings to resolve the dispute within thirty (30) days after the Application for Payment was received, and the Owner shall issue a final written decision within forty-five (45) days after the Application for Payment was received, consistent with Section 218.76(2), Florida Statutes. The Contractor may submit written materials in support of its position. These proceedings are not subject to Chapter 120, Florida Statutes, and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

*Interest. Payments not made within the time periods specified by Section 218.735, Florida Statutes, shall bear interest only as provided in Section 218.735(9), Florida Statutes.*

*Payment of Subcontractors and Suppliers*. As required by Section 218.735(6), Florida Statutes, the Contractor shall pay its subcontractors and suppliers within ten (10) days after the Contractor receives payment from the Owner, and shall require each subcontractor to pay its sub-subcontractors and suppliers within seven (7) days after the subcontractor receives payment. A disputed amount may be withheld only as permitted by Section 218.735(6), Florida Statutes.

If requested by the Owner, any Application for Payment shall be accompanied by proof that the Contractor has collected waivers of bond rights in the form set forth, in the case of a progress payment, at Sec. 255.05(2)(b), Florida Statutes, and in the case of a final payment, at Sec. 255.05(2)(c), Florida Statutes, reflecting payment for work performed through the date covered by the application for payment.

*Retainage.* The Owner shall withhold as retainage five percent (5%) of each progress payment, which shall not exceed the amount permitted by Section 218.735(8), Florida Statutes. The Owner may, in its discretion, withhold retainage at a lower rate, reduce retainage according to a schedule, or release retainage attributable to the completed work of a subcontractor or supplier at any time, in which case the Contractor shall promptly pay such retainage to the subcontractor or supplier. The Owner need not release amounts subject to a good faith dispute, a claim under Section 255.05, Florida Statutes, or any other amount the Owner is entitled to withhold under this Agreement. Retainage shall be released, and final payment made, as provided in the Punch List and Final Completion provisions of this Agreement and Section 218.735(7), Florida Statutes.

VI. Substantial Completion; Time for Performance:

The date of commencement of the Work shall be the date set forth in a notice to proceed issued by the Owner. "Substantial Completion" shall mean the stage in the progression of the Work when Work is sufficiently complete, in accordance with this Contract, that Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose. When Contractor

believes that the Work is substantially complete, Contractor shall so notify the Owner in writing and shall submit a proposed list of items to be completed or corrected which shall be used in developing the Punch List described below.

a. When the Engineer on the basis of an inspection determines that the Work is in fact substantially complete, Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of Owner and Contractor for damage to the Work and incomplete or deficient work, and shall fix the time within which Contractor shall complete the items listed therein.

b. The Certificate of Substantial Completion shall be submitted to Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Issuance of the Certificate Substantial Completion shall begin the contract time requirement for Final Completion.

c. *Punch List*. In accordance with Section 218.735(7), Florida Statutes, the Owner, acting through the Engineer and the Owner Designated Representative, and the Contractor shall develop a single list of items required to render complete, satisfactory, and acceptable the Work purchased under this Agreement (the "Punch List"), together with the estimated cost to complete each item. The Engineer shall inspect the Work and prepare a draft Punch List and cost estimate. The Contractor shall review the draft and deliver any written comments within five (5) days after receipt, and the Engineer shall then finalize the Punch List. The Punch List shall be developed within thirty (30) calendar days after Substantial Completion and shall be delivered to the Contractor no later than five (5) days after it has been developed and reviewed. If the Work involves more than one building or structure, or is a multiphased project, a separate Punch List shall be developed for each building, structure, or phase within the same time limits.

d. *Effect of the Punch List*. The failure to include any corrective work or pending item on the Punch List does not alter the Contractor's responsibility to complete all of the Work. Items requiring correction that are identified after the Punch List is prepared and delivered remain the Contractor's obligation under this Agreement. Warranty items, and items not included on the Punch List, shall not affect final payment of retainage.

e. *Payment upon Development of the Punch List.* Within twenty (20) business days after the Punch List is created, the Owner shall pay the Contractor the remaining contract balance, including all retainage previously withheld, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the Punch List. Upon completion of all Punch List items, the Contractor may submit an Application for Payment for the amount so withheld. If a good faith dispute exists as to whether one or more items have been completed in accordance with the Agreement Documents, the Owner may continue to withhold up to one hundred fifty percent (150%) of the total costs to complete such items. Amounts withheld for liquidated damages, uncorrected Work, or claims under Section 255.05, Florida Statutes, may also be withheld as permitted by law.

f. *Contract Time*. Time is of the essence in the performance of this Agreement. The Contractor specifically agrees that he will commence operations on the date specified in the Notice to Proceed and that Substantial Completion shall be achieved within **thirty (30)** calendar days of commencement of the Work (the "Contract Time"). The Contract Time may be adjusted as provided in this Agreement. If the Contractor fails to achieve Substantial Completion as provided by this Section, liquidated damages shall be assessed as set forth hereinafter.

VII. Final Completion

a. *Final Application for Payment.* Final Completion shall occur within ninety (90) days after issuance of the Certificate of Substantial Completion; provided, however, that the date for Final Completion shall be at least thirty (30) days after delivery of the Punch List to the Contractor. If the Punch List is not delivered to the Contractor by the date required by this Agreement, the time for Final Completion shall be extended by the number of days by which delivery of the Punch List was late, and liquidated damages shall not be assessed for failure to achieve Final Completion except as measured from the date as so extended, as provided in Section 218.735(7)(c), Florida Statutes. The Contractor shall submit the final Application for Payment when the Work is ready for final inspection and acceptance. The Work is not ready for final inspection and acceptance until the Punch List items and any items identified as incomplete or deficient on the Certificate of Substantial Completion have been completed by the Contractor.

b. *Contractor's Affidavit.* When all work contemplated by the Agreement has been completed, inspected and approved by the Owner, and as a condition of final payment, the Contractor shall furnish to the Owner: (a) the Contractor's affidavit stating that all laborers, subcontractors, sub-subcontractors, and suppliers have been paid in full for the Work, or identifying each that has not been paid in full and the amount due; (b) final waivers and releases of bond rights in the form set forth in Section 255.05(2)(c), Florida Statutes, from the Contractor and from each subcontractor and supplier that has served a notice under Section 255.05(2), Florida Statutes; (c) the written consent of the surety to final payment; and (d) record (as-built) drawings, operation and maintenance manuals, and all warranties required by the Agreement Documents, assigned to the Owner or its designee where assignable.

VIII. Value Engineering. The Contractor shall provide an ongoing systematic review of all design and construction elements of the project with the objective of identifying cost effective substitutions solutions and/or construction sequences that do not compromise design intent, performance or long-term maintenance. Contractor may request substitution of materials, articles, pieces of equipment, or any changes that reduce the Contract Sum by making such request to the Owner Designated Representative in writing. The Owner will be the sole judge of the acceptability of any proposed substitute, and no substitute will be ordered, installed, used, or initiated without Engineer's prior written acceptance by a Change Order or an approved shop drawing. Any substitution submitted by Contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced, and there must be a reduction in Contract Sum including Consultant review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and Owner and shall be processed as a deductive Change Order reflecting the reduction in the Contract Sum, net of the Contractor's portion of the net dollar savings. Owner may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute approved after award of this Agreement.

IX. Warranty: The Contractor warrants to the Owner that all materials furnished under the Agreement will be of good quality and new, and fit for the intended purpose, unless otherwise required or permitted by the Agreement Documents, that the work will be free from defects not inherent in the quality required or permitted, and the work will conform with the requirements of the Agreement Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty excludes remedy for damage or defect cause by abuse or modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

a. If applicable, all installed landscape material shall be under Contractor warranty for a period of ninety (90) days. Such warranty period shall begin on the date of Final Completion.

b. All other labor and materials shall be under Contractor warranty for a period of one (1) year. Such warranty period shall begin on the date of Final Completion.

X. Correction of Work: The Contractor shall promptly correct work rejected by the Owner or work failing to conform to the requirements of the Agreement Documents, whether observed before or after acceptance by the Owner and whether or not fabricated, installed or completed. The Contractor shall bear costs of corrected such rejected work, including additional testing and inspections and any compensation for the services and expenses made necessary thereby. If within one (1) year after the date of Final Completion any of the work is found to be not in accordance with the requirements of the Agreement Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The obligation under this paragraph shall survive the termination of this Agreement. The Owner shall give such notice promptly after discovery of the condition.

XI. Contract Administration.

a. *The Engineer*. **Key Engineering Associates, Inc.** is Owner's referenced "Engineer". The Engineer, unless otherwise directed by Owner in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in Agreement Documents. The Engineer shall be authorized to act on behalf of Owner only to the extent provided in the Agreement Documents. Engineer and Contractor shall communicate with each other in the first instance through the Owner Designated Representative

b. *Owner Designated Representative.* The Owner Designated Representative shall be the initial interpreter of the requirements of the Agreement Documents and the judge of the performance thereunder by Contractor. The Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of contractor through the Owner designated representative.

c. *Pay Application Review.* The Owner Designated Representative and the Engineer will review contractor's Applications for Payment and will certify to Owner for payment to contractor, those amounts then due contractor as provided in this Contract. The Certificate of Payment may be in 1) in the full amount of the Application for Payment, 2) for such amount as the Engineer or Designated Owner Representative determines is properly due, with notice to the contractor of the reasons for withholding certification, or 3) withhold certification of the entire Application for Payment, with notice to the Contractor of the reason for withholding certification. The issuance of a Certificate of Payment is not a representation that the Owner Designated Representative or Engineer has made exhaustive or continuous inspections of the work or that the work has been performed in accordance with the Agreement Documents.

d. *Grounds for Withholding Certification of Pay Application.* The Engineer or Owner Designated Representative may withhold all or part of a Certificate for Payment if, in their reasonable opinion, the Work has not progressed to the point indicated, the Work is not in accordance with the Agreement Documents, or the Contractor is otherwise not entitled to the payment. If the Engineer or Owner Designated Representative does not certify payment in the amount of the Application, he or she shall notify the Contractor and Owner. Certification may also be withheld or nullify a previously issued Certificate for Payment for defective work not remedied, third party claims, failure of the Contractor to make payments to subcontractors or suppliers, evidence that the Work cannot be completed for the unpaid balance of the Contract Sum or within the Contract Time, or a repeated failure to carry out the Work in accordance with the Agreement Documents. If the Contractor disputes the decision regarding a Certificate for Payment, it may submit a Claim.

e. The Owner Designated Representative or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Agreement Documents. If either deems it necessary or advisable, either shall have authority to require additional inspection or testing of the Work for compliance with the Agreement Documents.

f. The Engineer through the Owner will review and approve, or take other appropriate action as necessary, concerning Contractor's submittals including Work Description, Specifications, Plans and Special Provisions. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Agreement Documents.

g. The Owner Designated Representative will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

h. The Engineer through the Owner shall, upon written request from Contractor to the Owner, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to Owner for Owner's review and records, written warranties and related documents required by the Agreement Documents and will issue a final Certificate for Payment upon compliance with the requirements of Agreement Documents.

XII. Changes in the Work

a. *Changes Permitted.* Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof to the scope of work, may be ordered without invalidating this Contract, by Change Order or by Field Order.

b. *Notice of Change ("Change Order") Defined.* Change Orders shall mean a written order to Contractor executed by Owner issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Sum or the Contract Time, or any combination thereof. The Contract Sum and the Contract Time may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with Owner; including but not limited to Change Orders that need approval of Owner's governing body.

c. *Required Approvals.* Any Change Order less than $50,000.00 of the Contract Sum may be authorized by the District Manager. Any Change Order of or in excess of $50,000.00, must be approved by the Owner’s governing body in advance of incurring such expense; however, in the case of an emergency expenditure affecting the health, safety or welfare of, its residents, or landowners, such expenditures must be approved in advance by District Manager and presented at the next meeting of the owner’s governing body for approval.

*d. Changes in The Contract Prices.* The Owner agrees to pay the Contractor for additional work performed by the Contractor pursuant to written orders placed by the Owner, at a rate equal to component unit costs of labor and equipment charged by the Contractor under the terms of this agreement. Any changes in the Contract Sum or Contract Unit Prices, as set forth on Exhibit A , resulting from a Change Order, shall be determined as follows: (a) by mutual agreement between Owner and Contractor as evidenced by (1) the change in the Contract Sum or Contract Unit Prices being set forth in the Change Order, (2) such change in the Contract Sum or Contract Unit Prices, together with any conditions or requirements related thereto, being initialed by both parties and (3) Contractor 's execution of the Change Order, or (b) if no mutual agreement occurs between Owner and Contractor, then, as provided below.

e. *No Mutual Agreement on Changes in Contract Price*. If no mutual agreement occurs between Owner and Contractor as contemplated above, the change in the Contract Sum or Contract Unit Prices, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Sum, a reasonable allowance for direct job site overhead and profit. In such case, Contractor shall present, in such form and with such content as Owner or Engineer requires an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including, fringe benefits, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, reasonable cost of direct supervision directly attributable to the change. In no event shall any expenditure or savings associated with Contractor's home office or other non-job site overhead expense be included in any change in the Contract Sum. If the Contractor disputes the decision regarding a change in the Contract Sum or Contract Unit Prices made by the Owner under this subparagraph, it may proceed pursuant to the payment disputes provisions herein.

f. *Effect of Executed Change Order.* The execution of a Change Order by Contractor shall constitute conclusive evidence of Contractor's agreement to this Agreement as thus amended, the Contract Sum, Contract Unit Prices, Contract Time and the changes in the Work. Contractor, by executing the Change Order, waives and forever releases any claim against Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

g. *Notice of Surety; Consent.* Contractor shall notify and obtain the consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approvals are required by Contractor's surety or by law. Contractor's execution of the Change Order shall constitute Contractor's warranty to Owner that the surety has been notified of and consents to have expressly consented thereto. Contractor shall provide to the Owner a rider to the original bond as provided by the surety.

h. *Field Orders*. The Engineer through the Owner Designated Representative shall have authority to order minor changes in the Work not involving a change in the Contract Sum or in Contract Time and not in consistent with the intent of the Contract. Such changes shall be affected by field order ("Field Order") and shall be binding upon Contractor. Contractor shall carry out such Field Orders promptly.

XIII. Claims by Contractor

a. *Initiation of Claims*. All Contractor claims shall be initiated by written notice and claim sent to Owner. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, notice of decision, or the first appearance of the condition, giving rise to the claim. The written notice shall contain at a minimum a description of the circumstances giving rise to the claim (with photos, where based on a physical condition), justification for the claim, estimated cost of the change and description of how the change impacts the project schedule. Where this Agreement allows the Contractor to make a Claim, the failure of the Contactor to make such a claim as set forth in this Section XIII shall constitute a waiver by Contractor of any such claim.

b. *Work to Continue*. Pending final resolution of any claim of Contractor, Contractor shall diligently proceed with the Work and Owner shall continue to make payments to Contractor

in accordance with Agreement Documents. The resolution of any claim under this paragraph shall be reflected by a Change Order executed by Owner, and Contractor.

c. *Claims for Concealed and Unknown Conditions*. Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Agreement Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in Agreement Documents, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to Owner having any liability to Contractor for concealed or unknown conditions, Contractor must give Owner written notice and claim as provided in this subparagraph, and shall constitute a waiver by Contractor of any claim arising out of or relating to such concealed or unknown condition.

d. *Claims for Additional Cost*. If Contractor wishes to make a claim for an increase in the Contract Sum, as a condition precedent to any liability of Owner therefore, Contractor shall give Owner written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by Contractor before proceeding to execute any additional or changed Work. The failure by Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation. In connection with any claim by Contractor against Owner for compensation in excess of the Contract Sum, any liability of Owner for Contractor's cost shall be strictly limited to direct costs incurred by Contractor and shall in no event include indirect costs or consequential damages of Contractor. Owner shall not be liable to Contractor for claims of third parties, including sub-contractors, unless and until liability of Contractor for claims of third parties has been established therefore in a court of competent jurisdiction.

e. *Claims for Additional Time*. If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by Owner or someone acting in Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of Contractor to Owner, for such reasonable time as the Owner may determine. Any notice and claim for an extension of time by Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail Contractor's basis for requiring additional time in which to complete the contract work. In the event the delay to Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If Contractor fails to make such claim as required in this subparagraph, any claim for extension of time shall be waived.

XIV. Insurance: Before performing any contract work, the Contractor shall procure and maintain during the life of the Agreement the insurance listed below.

a. General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than $1,000,000 per occurrence and $2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Contractor, sub consultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property

damages which may arise from operations under the Agreement. Without limiting the foregoing, exposures covered shall include product-completed operations. Owner(s) shall be named as Additional Insured.

b. Automobile Liability Insurance covering all automobiles and trucks the Contractor may use in connection with this Project. The limit of liability for this coverage shall be a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. Owner(s) shall be named as Additional Insured.

c. Builder's Risk / Installation Floater. If applicable to the Work, builder's risk insurance (or, for horizontal or infrastructure work, an installation floater) on a completed-value, special form ("all risk") basis, including windstorm, named storm, flood, and theft, in an amount equal to the full insurable value of the Work, including materials and equipment stored on or off the site or in transit, naming the Owner as loss payee as its interest may appear, and maintained until Final Completion. The Contractor shall be responsible for all deductibles.

d. Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.

e. Waiver of Subrogation: Contractor agrees to a Waiver of Subrogation for each policy required above.

f. Workers' Compensation Insurance, as required by the State of Florida. As required by the State of Florida. Contractor and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. Contractor must provide certificate of insurance showing Worker's Compensation coverage.

g. Certificate(s) shall be dated and show:

    i. The name of the insured Contractor, the specified job by name, the name of the insurer, the number of the policy, its effective date and its termination date.

    ii. Statement that the insurer will mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

    iii. Subrogation of Waiver clause.

    iv. The District and any other governmental agencies using this Agreement in cooperation with the Owner shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.

    v. The Contractor shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type and amount specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.

    vi. All insurance policies shall be written on companies authorized to do business in the State of Florida.

XV. Bonds: Payment and Performance Bonds: Before commencing the Work, the Contractor shall execute, deliver to the Owner, and record in the public records of the county in which the Project is located, a payment and performance bond in an amount equal to the Contract Sum, with a surety insurer authorized to do business in the State of Florida as surety (the "Bond"), in compliance with Section 255.05, Florida Statutes. The Bond shall be conditioned upon the Contractor's performance of the Work in the time and manner prescribed in this Agreement and the Contractor's prompt payment of all persons defined in Section 713.01, Florida Statutes, who furnish labor, services, or

materials for the prosecution of the Work. Before commencing the Work, or before recommencing the Work after a default or abandonment, the Contractor shall provide the Owner with a certified copy of the recorded Bond. The Owner does not require the Contractor to obtain the Bond from any specific agent or bonding company. If the surety becomes insolvent, has its authority to do business in Florida revoked, or otherwise ceases to meet these requirements, the Contractor shall furnish a replacement Bond meeting these requirements within ten (10) days after notice from the Owner. If the Contract Sum is $200,000 or less, the Owner's governing body may, by express action memorialized in writing, exempt the Contractor from executing a bond.

XVI. Indemnification: To the fullest extent permitted by Section 725.06(2), Florida Statutes, Contractor shall indemnify and hold harmless the Owner and its supervisors, officers, and employees from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom but only to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable.

XVII. Liquidated Damages: The parties to this Agreement agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the Owner for delay in the completion of the work provided for herein would be difficult to ascertain. Accordingly, the parties to the Agreement agree that the liquidated damages for each and every day that the time consumed in completing the work provided for in these Agreement Documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty.

The amount(s) of liquidated damages caused by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore.

The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of completion per paragraph VI of this Agreement shall be **$250** per day.

XVIII. Self Help By Owner

a. Within three (3) calendar days (72 hours) after being notified by Owner in writing of defective or unacceptable work, if the Contractor fails to correct such work, Owner may cause the unacceptable or defective work to be corrected. If the Owner corrects the work, the Owner shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor immediately begins corrective work, and Owner reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, Owner agrees to allow Contractor to complete correction of the defective or unacceptable work. In addition, if the Contractor, for any reason, fails to perform any portion of the services required by the Contractor pursuant to this Agreement, the Owner shall be entitled to deduct from any monies due or which may become due to Contractor the actual expenditures that are necessary to complete the services not performed.

b. All costs and expenses incurred by Owner pursuant to this section shall be deducted from monies due, or which may become due to Contractor for its obligations herein.

c. The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive Owner's right to declare the Contractor in default in accordance with applicable provisions of the Agreement.

XIX. Termination by The Owner

a. The performance of work under this Agreement may be terminated by Owner in accordance with this clause in whole or from time to time in part, whenever Owner determines that Contractor is in default of the terms of this Agreement and Contractor fails to cure such default within seven (7) days after written notice from Owner (or, if the default cannot reasonably be cured within such period, fails to commence the cure within such period and diligently pursue it to completion). Owner shall concurrently provide a copy of any notice of default or Notice of Termination to Contractor's surety. Any such termination shall be effected by delivery to Contractor a Notice of Termination specifying the extent to which performance or work under the Agreement is terminated, and the date the termination becomes effective.

b. After receipt of a Notice of Termination, and except as otherwise directed, Contractor shall:

   i. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.

   ii. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Agreement.

   iii. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

   iv. Transfer title and deliver to Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as Contractor may have.

   v. Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the Owner to the extent Contractor may require, which approval or ratification shall be final for all purposes of this clause.

   vi. Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.

c. After receipt of a Notice of Termination, Contractor shall submit to Owner Contractor's termination Claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by Owner. No Claim will be allowed for any expense incurred by Contractor after the receipt of the Notice of Termination and Contractor shall be deemed to waive any right to any further compensation.

d. Contractor and Owner may agree upon the whole or any part of the amount or amounts to be paid to Contractor by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract Sum as reduced by the expenditures necessary to complete the job covered by this Agreement. Absent agreement to the amount due to Contractor, Owner shall pay Contractor the following amounts:

1. Contract prices for labor, materials, equipment and other services accepted under this Agreement.
2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that Contractor would have not profited or would have sustained a loss if the entirety of this Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rated of loss, if any.
3. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders. These costs shall not include amounts paid in accordance with other provisions hereof. This total sum to be paid Contractor shall not exceed the total Contract Sum, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

If the termination is for cause, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

e. Owner may, for any reason, terminate performance under this Agreement by the Contractor for convenience upon thirty (30) days written notice. In such event, Owner shall pay Contractor for Work properly performed and accepted through the effective date of termination, together with reasonable, documented costs of demobilization and of terminating subcontracts and orders, but Owner shall not be liable for anticipated profit on unperformed work, consequential damages, or any other loss resulting from Owner's election to terminate this Agreement pursuant to this paragraph.

f. Without limiting the foregoing, Contractor acknowledges that during any fiscal year Owner shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Consequently, any agreement, verbal or written, Owner may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. Owner may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which Owner agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, Owner's performance and obligation to pay Contractor under this Contract is contingent upon annual appropriations being made for that purpose. If during the term of this Contract Owner does not make an annual appropriation necessary to continue its performance under this Contract, then this Contract shall terminate upon the expiration date. The parties will execute an amendment to this Contract that confirms any termination required by this Section.

XX. General Conditions:

a. Trash and Debris: The Contractor shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from Contractor's operations, including site clean-up and policing on a daily basis. The Contractor shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The Contractor shall ensure that all handling and disposal of refuse materials performed pursuant to this Agreement is performed in compliance with all local, state and federal regulations. The Contractor shall provide Contractor's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the Owner. The use of Owner's dumpster(s) for any refuse disposal by the Contractor is strictly prohibited.

b. Protective Equipment; Safety: All Contractor and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing. Contractor shall be responsible for adhering to all industry standard, local, state and federal safety guidelines and observe all safety precautions when performing services on Owner property and adjacent roadways and rights-of-way to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the Contractor.

c. Conduct: Contractor acknowledges that the public may perceive the Contractor to represent the Owner while the Contractor performs services on the Owner's property. Contractor agrees to conduct its services and supervise its employees in a way not detrimental to the Owner's business operation.

d. Compliance with Laws; Cooperation With Inspector General: Contractor shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto. The Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

e. Permits: Unless otherwise provided in the Agreement Documents, the Contractor shall secure and pay for all building permits and other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Agreement and legally required. The Contractor shall comply with and give notice required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

f. Assignment. The obligations of the Contractor under this Agreement may not be assigned or delegated without the prior written consent of the Owner. The Owner may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.

g. Force Majeure: Neither Contractor nor Owner shall be considered to be in default in the performance of its obligations under this Contract, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, hurricanes and severe floods. A Force Majeure Event shall entitle the Contractor only to an extension of the Contract Time, subject to the notice and claim requirements of the Claims by Contractor provisions of this Agreement, and shall not entitle the Contractor to any increase in the Contract Sum.

h. Attorneys Fees: In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.

i. Venue: The venue for the enforcement, construction or interpretation of this Agreement, shall be the County or Circuit Court for Lake County, Florida, and Contractor does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the Agreement, or its duties, obligations, or responsibilities or rights hereunder. The parties hereby irrevocably waive trial by jury in any action to enforce this Agreement.

j. No Agency: Contractor shall not be construed to be the agent, servant or employee of the Owner or of any elected or appointed official thereof, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the Owner.

k. Entire Agreement; Authority: These Agreement Documents constitute the entire understanding and agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts/agreements previously existing between the Parties with respect to the subject matters of this Agreement. The Contractor recognizes that any representations, statements, or negotiations made by Owner staff do not suffice to legally bind the Owner in a contractual relationship unless they have been reduced to writing and signed by an authorized Owner representative. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

l. Electronic Signature: Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The Owner shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

m. Amendments: No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

n. E-Verify: Contractor and any subcontractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees as required by Section 448.095(5), Florida Statutes. Contractor may not enter into a contract with a subcontractor unless the subcontractor registers with and uses the E-Verify system. If contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and Contractor shall maintain a copy of such affidavit for the duration of the contract. If the District has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, or this Section, the District shall terminate this agreement pursuant to Section 448.095(5)(c), Florida Statutes; such termination shall not constitute a breach of contract, and Contractor shall be liable for any additional costs incurred by the District as a result of the termination and may not be awarded a public contract for at least one (1) year after the date of termination. By executing this Agreement, Contractor certifies that it is registered with and uses the E-Verify system in accordance with Section 448.095, Florida Statutes, and that it does not employ, contract with, or subcontract with an unauthorized alien.

o. Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal/bid on a contract/agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals/bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Contractor affirmatively represents that neither it nor its owners, sub-contractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Agreement.

p. Sovereign Immunity: Nothing contained in the contract or contracts between the District and the Contractor, or in any instruments executed pursuant to the terms of such contract or contracts, shall be construed or interpreted as a waiver by the Board of any right, privilege or immunity, whether in contract or tort, that the Board may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist. Florida law shall be applied to the interpretation and enforcement of contracts between the District and the Contractor. Nothing in the contract between the District and the Contractor shall require the District to indemnify the Contractor for the Contractor's negligence. Any provision in the contract or contracts between the District and the Contractor whereby the District agrees to indemnify any person shall be limited to the amounts of the sovereign immunity waivers for tort claims set out at Section 768.28, Florida Statutes.

q. State-Produced Lumber; US-Produced Iron and Steel Products:The District hereby specifies the use of lumber, timber, and other forest products produced and manufactured in this state, if such products are incorporated into the public work under the agreement, and if such products are available and their price, fitness, and quality are equal. This section does not apply: 1. To plywood specified for monolithic concrete forms; 2. If the structural or service requirements for timber for a particular job cannot be supplied by native species; 3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture; 4. To transportation projects for which federal aid funds are available. In addition, any iron or steel product permanently incorporated in public works projects shall be produced in the United States, unless the District has determined that (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality; (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than 20 percent; or (3) this requirement is inconsistent with the public interest.

r. Human Trafficking: When a contract is executed, renewed, or extended between Contractor and the District, the Contractor must provide the District with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined Section 787.06, Florida Statutes.

s. Public Records: Public Records Act/Chapter 119 Requirements: The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

    1. Keep an maintain public records required by the Owner to perform the service;

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

3. Ensure that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner; and

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: GEORGE S. FLINT, DISTRICT MANAGER, 407-841-5524, GFLINT@GMSCFL.COM, 219 E. LIVINGSTON STREET ORLANDO, FLORIDA, 32801.**

XXI. Contractor's Representations: Contractor makes the following representations:

a. Contractor has familiarized himself with the nature and extent of the Agreement Documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.

b. Contractor declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Agreement Documents relative thereto and has read all the addenda furnished prior to the proposal opening, and that Contractor has satisfied himself relative to the work to be performed.

c. Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Agreement Documents.

d. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Agreement Documents.

e. Contractor declares that submission of a proposal/bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that the Agreement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

f. Equal Opportunity: Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Agreement.

g. Contractor hereby certifies that it: (a) has not been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, and is not engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (c) is not engaged in business operations in Cuba or

Syria. If Contractor is found, as provided in Section 287.135(5), Florida Statutes, to have submitted a false certification under this paragraph, or if, after the execution of this Agreement, Contractor is found to have been placed on an applicable scrutinized-company or scrutinized-entity list or to be engaged in a boycott of Israel, the District may, at its option, terminate the Agreement consistent with Section 287.135, Florida Statutes, as amended. Notwithstanding the foregoing, the District may, on a case-by-case basis, allow Contractor to be eligible to contract with the District if the conditions of Section 287.135(4), Florida Statutes, as amended, are satisfied. See Sections 287.135, 215.473, and 215.4725, Florida Statutes.

**IN WITNESS WHEREOF,** said District has caused this Agreement to be executed in its name by the Chair/Vice Chair of the **Central Lake Community Development District** attested by the District Manager. has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said company to be hereto attached (if applicable), all on the day and year written above.

| **Central Lake Community Development District** | **Marolf Environmental LLC** |
|---|---|
| By:_____ | By: _____ |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Print Title | Print Title |
| _____ | _____ |
| Date | Date |
| _____ | _____ |
| Attest | Attest |

4430 Erie Drive
New Port Richey, Florida 34652
Phone (727) 843-0681
Fax (727) 843-0650
License # CGC1511379

**Central Lake CDD**
**Frozen Grove WWTP**
219 East Livingston Street
Orlando, FL 32801

October 6, 2026

**Attn:** Bud Beucher

We are pleased to provide our quotation for Frozen Grove WWTP (CCT)

1. Three (3) 5,000 gallon Rib-Wall Tanks
2. Tank Joint Sealant
3. Aluminum Grating
4. Effluent weir box
5. 16" Butterfly Valves
6. 16" PVC Sch 40 piping and fittings
7. Crane to set tanks
8. Site work & excavation
9. Installation of above
10. Start Up

| | |
|---|---|
| **Price:** | $ 122,848.57 |
| **Sales Tax:** | $ 4,128.80 |
| **Total:** | $ 126,977.37 |

**Not Included:**
Bonding, permits, or new electrical service

Thank you for considering Marolf Environmental

**Payment Terms:**
Net 30 upon completion

***Price is firm for 30 days.***

Purchaser's execution of this quotation constitutes an offer to purchase the above, subject to above terms. Jurisdiction remains in Pasco County, Florida

**By:** _____ **For:** _____

**Date:** _____ **By:** _____
*MAROLF ENVIRONMENTAL, LLC*

# SECTION V

american environmental consulting

October 27, 2026

*Via email to gflint@gmscfl.com*

Mr. George Flint, District Manager
**Central Lake Community Development District (CDD)**
219 East Livingston Street
Orlando, Florida 32801

**RE: Frozen Grove Wastewater Treatment Facility, Lake County, Florida**
**Well Replacement Proposal | AEC Project No. 26-044**

Dear George:

Thank you so much for the opportunity to provide you with this proposal. American Environmental Consulting, Inc. (AEC) is a 100% woman-owned, small business that strives to provide our clients with quality, timeliness, and value, as well as the personal attention and expertise of our principal owner.

The following scope of work has been prepared based on our recent conversations.

## Basis of Scope

- The Frozen Grove Wastewater Treatment Facility (WWTF) operates under Florida Department of Environmental Protection (FDEP) Domestic Wastewater Permit No. FLA010588.
- There are six (6) existing groundwater monitoring wells associated with the permit's Groundwater Monitoring Plan (GWMP).
- Compliance well MWC-4 GC needs to be replaced and the existing well needs to be properly abandoned.

## Scope of Work

**Task 1** **Well Abandonment and Replacement** - AEC will mobilize to the subject site with a State-licensed well contractor to complete the following scope of work:

- Existing compliance well MWC-4 GC will be properly abandoned whereby the aboveground PVC riser will be cut to land surface, the concrete pad will be removed, and the well will be filled with concrete. A well abandonment permit will be completed. The existing well MWC-4 GC is constructed of 2-inch diameter, Schedule 40 PVC with 5 feet (ft) of 0.010-inch slotted screen to a terminal depth of 10.3 ft below land surface (bls).
- A new well will be installed via hollow stem auger at the location identified on the attached map. The new well will be identified as MWC-4R GC and will be constructed similar to existing well MWC-4 GC. A well completion permit will be obtained for the new well.

- At the completion of the field, AEC will prepare a report that will include the well permits and as-built details for the new well.

**FEE: Lump Sum of $5,500 _____Client Initials**

**Schedule and Deliverables**

The Task 1 field work can be completed in one (1) day and will be scheduled upon the Client's authorization to proceed.

AEC will prepare the well completion report for the Client within one (1) week of completion of the field work. AEC will provide an electronic copy of the report.

**Payment Terms**

An invoice will be provided along with the final report. Payment is expected within 30 days.

Thank you for the opportunity to assist you with this project. Should you have any questions and/or need additional information, please do not hesitate to contact me at *kelly@aeciservices.com* or (407) 718-8802.

Sincerely,

Kelly Eger, R.E.M.
President

**Authorization to Proceed:**

_____ _____
Client's Signature Date

_____ _____
Client's Name Title

# FDEP MONITORING WELL COMPLETION REPORT

FACILITY NAME / COUNTY: Frozen Grove WWTF – Lake County

FDEP PERMIT NUMBER: FLA010588 GMS# Site Number: --

FDEP WELL NUMBER: WAFR # 81594 WELL NAME: MWC-4 GC (CW-4)

AQUIFER MONITORED: Surficial WELL TYPE: Compliance well at Golf Course

DATE INSTALLED: 12/30/09 DRILLING METHOD: Jetted

INSTALLED BY: Henry Towns

HOLE DIAMETER: 4" TOTAL DEPTH: 10.3' BLS**

CASING TYPE: PVC CASING DIAMETER / LENGTH: 2"/8.3'

SCREEN TYPE: PVC SCREEN SLOT SIZE / LENGTH: 0.010"/5.0'

FILTER PACK TYPE / SIZE: Sand/20/30 INTERVAL: 10.3' to 4.3' BLS

SEALANT TYPE: Silica Sand 30/65 INTERVAL: 4.3' to 3.3' BLS

GROUT TYPE: Neat cement INTERVAL: 3.3' to 0.0' BLS

WELL MEASURING POINT: Top of casing ELEVATION (NGVD): 85.21

GROUND SURFACE ELEVATION (NGVD): 82.16

STATIC WATER LEVEL ELEVATION (NGVD): 78.89

WELL LATITUDE AND LONGITUDE: 28.72834 / 81.801243

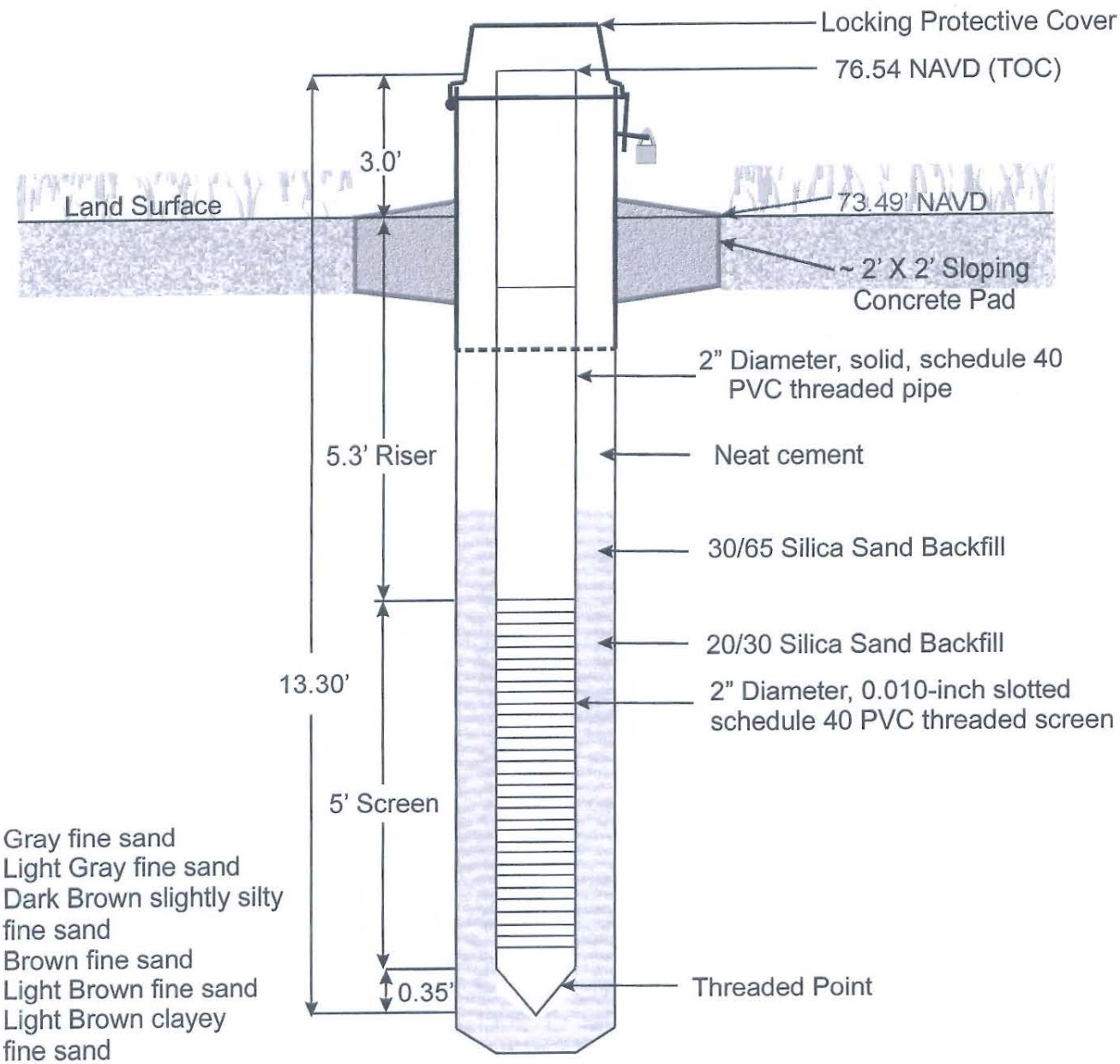
DESCRIBE WELL DEVELOPMENT (METHOD, APPROXIMATE VOLUME REMOVED, FINAL WATER CLARITY, PROBLEMS?):

Developed with Electric Sub. Pump, total of 10 gallons removed for 42 minutes, final turbidity 20 NTU and W/L at development 7.32

NAME / TITLE OF PERSON PREPARING REPORT: H. Towns

**ATTACH AS-BUILT MONITORING WELL CONSTRUCTION DIAGRAM AND LITHOLOGIC LOG FOR THIS INDIVIDUAL WELL.**

** BLS = Below Land Surface.




0.0 Gray fine sand
1.0 Light Gray fine sand
2.0 Dark Brown slightly silty fine sand
3.0 Brown fine sand
4.0 Light Brown fine sand
4.5 Light Brown clayey fine sand
5.0 Light Brown silty fine sand
Terminate @ 11.0'
Water Table @ 5.0'

Installation Date: Dec 30, 2009
Installed By: Henry Towns
Installation Method: Jetted

NOT TO SCALE

SMW GeoSciences, Inc.
Hydrogeological & Environmental Services
1411 Edgewater Drive
Suite 103
Orlando, Fl 32804

MWC-4GC, Groundwater Monitoring Plan
Monitoring Well Detail
Frozen Grove WWTF,
FLA010588
Mission Inn Golf Course

Figure #1

## *WELL COMPLETION REPORT* (Please complete in black ink or type.)

PERMIT #: W-502-09 CUP/WUP#: --------- DID#: ---------
Indicate the number of wells drilled/abandoned for this report: 1 (MWC-4GC)
Indicate the number of wells permitted but not drilled/abandoned that are being cancelled: 0
WATER WELL CONTRACTOR'S SIGNATURE _____ License # 7330
*I certify that the information provided in this report is accurate and true.*

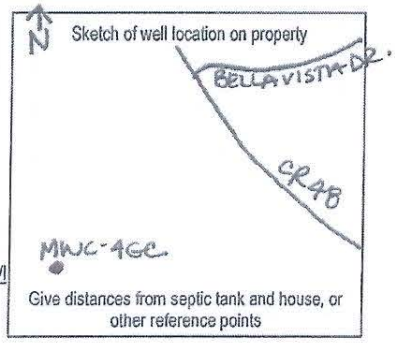
| Grout | No. of Bags | From (ft.) | To (ft.) |
|---|---|---|---|
| Neat Cement: | .75 | 3.3 | 0.0 |
| Bentonite: | | | |
| (Other) | | | |

WELL LOCATION: County Lake County
SW 1/4 of SW 1/4 of Section 22, Township 20S, Range 25E
Latitude: 28.72, Longitude: 81.801243

DATE STAMP

Official Use Only

Sketch of well location on property




Give distances from septic tank and house, or other reference points

CHEMICAL ANALYSIS WHEN REQUIRED
Iron: ____ppm Sulfate: ____ppm
Chlorides: ____ ppm TDS _____ mg/l
Conductivity _____ umhos/cm
[ ] Lab Test [ ] Field Test Kit

Pump Type
[ ] Centrifugal [ ] Jet [ ] Submersible [ ] Turbine
Horsepower: _____ Capacity: _____ GPM: _____
Pump Depth: _____ft. Intake Depth: _____ft.

FORM LEG-R.005.00(10/05)

OWNER'S NAME: By-Products Co. / Mission Inn
COMPLETION DATE: 12/30/2009 Florida Unique I.D.: N/A
Parcel # (Pin): _____
WELL USE:
[ ] Public Supply [ ] Irrigation [ ] Domestic [x] Monitor
[ ] Injection [ ] Other
DRILL METHOD:
[ ] Rotary [ ] Cable Tool [ ] Combination
[x] Jet [ ] Auger [x] Other hand auger

Measured Static Water Level: _____ Measured Pumping Water Level: _____
After ____Hours at _____GPM. Measuring Pt. (Describe): _____
Which is _____ft. [ ] above [ ] below land surface
Casing: [ ] Black Steel [ ] Galvanized [x] PVC [ ] Other: _____

| [ ] Open Hole [x] Screen | Depth (feet) | | DRILL CUTTINGS LOG Examine cuttings every 20 ft. or at formation changes. Note cavities, depth to producing zones. Color \| Grain Size \| Type of Material |
|---|---|---|---|
| Casing Diameter and Depth (ft.) | From | To | |
| Diameter: 2" From: solid To: 0.0 to 5.3 | 0.0-1.0 | Gray fine sand | |
| | 1.0-2.0 | Light Gray fine sand | |
| | 2.0-3.0 | Dark Brown slightly silty fine sand | |
| Diameter: 2" From: screen To: 5.3 to 10.3 | 3.0-4.0 | Brown fine sand | |
| | 4.0-4.5 | Ligh Brown fine sand | |
| | 4.5-5.0 | Light Brown clayey fine sand | |
| Liner [ ] or Casing [ ] Diameter: _____ From: _____ To: _____ | 5.0-11.0 | Light Brown silty fine sand | |

Driller's Name (print or type): Henry Towns


Frozen Grove WWTP
Proposed Location for new Monitoring Well MWC-4R GC
Legend
Avenida Las Colinas
Avenida San Pablo
Monitoring Well MWC-4 GC
Proposed New Monitoring Well MWC-4R GC
San Jose Blvd
Google Earth
Image © 2026 Airbus
N
500 ft

# SECTION VI

This instrument was prepared by
and after recording return to:

Jonathan Huels, Esq.
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 N. Eola Dr.
Orlando, Florida 32801

**[SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY]**

# TRANSFER OF WASTEWATER CAPACITY

(Transfer of Wastewater Capacity Between Properties)

This TRANSFER OF WASTEWATER CAPACITY (this "**Transfer Agreement**") is made and entered into as of _____, 2026 (the "**Effective Date**"), by **ASF TAP FL I, LLC**, a Delaware limited liability company, whose address is 3565 Piedmont Road NE, Building One, #200, Atlanta, GA 30305 (hereinafter referred to as the "**Transferring Owner**").

## RECITALS

**WHEREAS**, the Central Lake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, by Lake County Ordinance 2001-75, dated May 1, 2001 (the "**District**") operates a water and wastewater utility system (the "**Utility System**") serving properties in Lake County, Florida within a service area established through interlocal agreements;

**WHEREAS**, the District entered into that certain Agreement and Commitment for Utility Service dated June 21, 2005 (the "**Utility Service Agreement**") with Eagles Landing at Ocoee, LLC, a Florida limited liability company, a/k/a Eagles Landing, LLC and f/k/a Eagles Landing at Ocoee, Inc., a Florida corporation ("**Eagles Landing**") for the project known as "The Reserve at Howey-In-The-Hills" (the "**Project**"), pursuant to which the District committed to provide central wastewater collection, treatment, and disposal services for a total of 337,500 gallons per day of wastewater capacity (the "**Total Committed Capacity**");

**WHEREAS**, Eagles Landing conveyed a portion of the Project to Howey in the Hills, Ltd., a Florida limited partnership ("**Howey**"), pursuant to that certain Warranty Deed recorded November 10, 2005 in Official Records Book 3003, Page 1362, in the Public Records of Lake County, Florida and assigned to Howey 225,000 gallons per day of wastewater capacity for the "Residential Parcel" pursuant to Section 6 of that certain Development Agreement and Grant of Easements also recorded November 10, 2005 in Official Records Book 3003, Page 1377, in the Public Records of Lake County, Florida (the "**Original Development Agreement**");

**WHEREAS**, Eagles Landing subsequently conveyed a portion of the Project to First National Bank of Central Florida, a national bank ("**First National**") pursuant to that certain Special Warranty Deed recorded January 7, 2011 in Official Records Book 3990, Page 1072, in the Public Records of Lake County, Florida;

**WHEREAS**, First National Bank conveyed its portion of the Project to REO Funding Solutions IV, LLC, a Georgia limited liability company ("**REO**") pursuant to that certain Special Warranty Deed recorded October 2, 2013 in Official Records Book 4386, Page 1820, in the Public Records of Lake County, Florida;

**WHEREAS**, the Original Development Agreement was amended and restated in its entirety pursuant to that certain Amended and Restated Development Agreement and Grant of Easements by and between Eagles Landing, REO and Howey recorded February 25, 2022 in Official Records Book 5903, Page 1544, in the Public Records of Lake County, Florida (the "**A&R Development Agreement**"), which referenced the previous assignment of 225,000 gallons per day of wastewater capacity to Howey for the "Residential Parcel", leaving 112,500 gallons per day of wastewater capacity for the "Nonresidential Parcels" owned by Eagles Landing and REO;

**WHEREAS**, the District allocated 82,496 gallons per day of wastewater capacity to the portion of the Nonresidential Parcels owned by REO and 30,004 gallons per day of wastewater capacity to the portion of the Nonresidential Parcels owned by Eagles Landing, and all RAM fees have always been billed and paid on that basis;

**WHEREAS**, Transferring Owner acquired the portions of the Nonresidential Parcels owned by REO pursuant to that certain Special Warranty Deed recorded July 6, 2022 in Official Records Book 5986, Page 1631, in the Public Records of Lake County, Florida, which are legally described in **Exhibit A** attached hereto ("**Property A**"), which are under the Utility Service Agreement;

**WHEREAS**, the Transferring Owner, as the successor to REO, currently holds the right to wastewater treatment and disposal capacity in the District's Utility System in the amount of 82,496 gallons per day under the Utility Service Agreement with respect to Property A;

**WHEREAS**, the Transferring Owner also owns certain real property located in Lake County, Florida, more particularly described in **Exhibit B** attached hereto ("**Property B**"), which is outside the real property described in the original Utility Service Agreement, but within the area where the District provides wholesale wastewater treatment and disposal;

**WHEREAS**, the Transferring Owner desires to reallocate and transfer all 82,496 gallons per day (i.e., approximately 330 ERUs) of wastewater utility capacity from Property A to Property B (the "**Transferred Capacity**") for the Transferring Owner's development of Property B; and

**WHEREAS**, the District is willing to consent to the transfer of the Transferred Capacity from Property A to Property B, subject to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Transfer of Capacity.** The Transferring Owner hereby reallocates and transfers the Transferred Capacity from Property A to Property B, as more particularly described in the Schedule of Capacity Allocation attached hereto as **Exhibit C**.

**2. Extension of Utility Service Agreement to Property B.**

(a) From and after the Effective Date, the Utility Service Agreement shall be deemed extended and applicable to Property B solely with respect to the Transferred Capacity. The Transferring Owner shall be bound by all terms and conditions of the Utility Service Agreement with respect to Property B and the Transferred Capacity to the same extent as if the Transferring Owner were the original party thereto and Property B were originally covered thereunder. Transferring Owner expressly assumes the obligations of the Developer (as defined in the Utility Service Agreement) with respect to Property A, Property B and the Transferred Capacity. Without limiting the generality of the foregoing, the Transferring Owner acknowledges that all provisions of the Utility Service Agreement regarding service standards, compliance with applicable laws, and District rules and regulations shall apply to Property B with respect to the Transferred Capacity. If there is a conflict between the Utility Service Agreement and this Transfer Agreement, this Transfer Agreement shall prevail.

(b) The parties acknowledge that Property B lies within the Future Development and the Howey Retail Service Territory, each as defined in the Amended and Restated Wholesale Wastewater Treatment Agreement between the Town of Howey-in-the-Hills (the **"Town"**) and the District dated February 1, 2025 (the **"Wholesale Agreement"**). Retail wastewater service to Property B, including collection and transmission, will be provided by the Town, and the District will provide treatment and disposal service to the Town on a wholesale basis. The Transferred Capacity is capacity previously reserved under the Utility Service Agreement and is not Excess Capacity under the Wholesale Agreement. Upon the Transferring Owner's payment of CIAC at the District's rates then in effect and satisfaction of the other requirements of Section 3.4 of the Wholesale Agreement, the District shall issue a Certificate of Wastewater Treatment Availability for Property B identifying the Transferred Capacity as the capacity so certified. Nothing herein obligates the Town to issue any Development Approval or to provide retail service to Property B. Capitalized terms used in this Section 2(b) and not defined herein have the meanings given in the Wholesale Agreement.

**3. District Consent; Indemnification.**

(a) By executing the consent to this Transfer Agreement set forth below, the District hereby consents to: (i) the transfer of the Transferred Capacity from Property A to Property B; and (ii) the extension of the Utility Service Agreement to Property B with respect to the Transferred Capacity.

(b) This consent is given by the District in reliance on the Transferring Owner's representations contained herein, the truth of the foregoing recitals, and the Transferring Owner's assumption of the obligations of the Developer in the Utility Service Agreement with respect to the Transferred Capacity.

(c) The District joins in this Transfer Agreement solely to grant the consent set forth herein and to enforce the obligations of the Transferring Owner hereunder. The

District's consent does not constitute an adoption by the District of any statement herein as a representation or warranty of the District.

(d) The Transferring Owner agrees to indemnify and defend and hold the District harmless for any claim against the District relating to the inaccuracy or breach of the recitals above or the representations of the Transferring Owner as of the Effective Date. This indemnity shall include, without limitation, reasonable attorneys' fees, including on appeal, and claims by any person, whether or not a party hereto, asserting rights to the Transferred Capacity. This indemnification shall survive the termination or expiration of this Transfer Agreement. Nothing herein shall waive the District's sovereign immunity, or the limits set forth at Section 768.28, Florida Statutes.

(e) The District's consent shall not be construed as a waiver or modification of any term or condition of the Utility Service Agreement, except as expressly stated herein. All other terms of the Utility Service Agreement shall remain in full force and effect.

**4. No Monetary Consideration.** Transferring Owner owns both Property A and Property B. Therefore, no monetary consideration is being exchanged in connection with this transfer. The transfer is made for the Transferring Owner's own development and planning purposes. Notwithstanding the foregoing, the Transferring Owner acknowledges that this Transfer Agreement constitutes a binding and irrevocable reallocation of the Transferred Capacity from Property A to Property B, enforceable by the District, Transferring Owner and their successors and assigns.

**5. Representations and Warranties of Transferring Owner.** The Transferring Owner hereby represents and warrants as follows:

(a) The Transferring Owner is the sole owner of both Property A and Property B.

(b) The Transferring Owner has full right, power, and authority to enter into this Transfer Agreement and to transfer the Transferred Capacity from Property A to Property B.

(c) The Transferred Capacity is free and clear of all liens, encumbrances, claims, and restrictions of any kind, and the Transferring Owner has not previously assigned, pledged, or otherwise encumbered the Transferred Capacity.

(d) This Transfer Agreement constitutes the valid and binding obligation of the Transferring Owner, enforceable against it in accordance with its terms.

**6. Reservation and Maintenance Fees.** The Transferring Owner shall continue to be responsible for payment of all reservation and maintenance fees ("**RAM Fees**") assessed by the District with respect to the Transferred Capacity allocated to Property B from and after the Effective Date until the earlier of: (i) the date the Transferring Owner (or its successor) physically connects Property B to the Utility System and commences wastewater service; or (ii) the date the Transferred Capacity is further reassigned with the District's consent. The current RAM Fee rate and any amendments thereto shall be determined by the District's rate schedule as adopted from time to time.

**7. Connection and Infrastructure.**

(a) Property B's physical connection to the District's Utility System shall be subject to all applicable requirements of the District, including without limitation payment of all applicable Contribution in Aid of Construction ("**CIAC**") fees at the rates in effect at the time of payment, permitting, inspection, and approval by the District and all other governmental agencies having jurisdiction. CIAC paid with respect to Property B shall be subject to the credit provisions of Section 4.5 of the Utility Service Agreement, with any refund payable to the Transferring Owner, and such refunds shall count against the aggregate limit on reimbursement of advanced costs under that Section.

(b) If Property B requires the construction of new wastewater collection lines, transmission mains, lift stations, or other infrastructure to connect to the District's Utility System, such construction shall be at the Transferring Owner's sole cost and expense, subject to District review and approval of plans and specifications. All such infrastructure, upon completion and acceptance, shall be dedicated to the District or the Town, as applicable, and become the property of the District or the Town, as applicable.

(c) Nothing in this Transfer Agreement shall be construed as an obligation of the District to extend its Utility System to Property B or to construct any infrastructure necessary to serve Property B.

**8. Governing Law; Venue.** This Transfer Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of law. Any action or proceeding arising out of or relating to this Transfer Agreement shall be brought in the courts of Lake County, Florida, or in the United States District Court for the Middle District of Florida, and each party hereby consents to the exclusive jurisdiction and venue of such courts.

**9. Recording.** While not necessary for the effectiveness of this Transfer Agreement, this Transfer Agreement may be recorded in the Official Records of Lake County, Florida by and at the expense of the Transferring Owner. This Transfer Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and shall run with the land described in Exhibits A and B.

**10. Severability.** If any provision of this Transfer Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable.

**11. Entire Agreement.** This Transfer Agreement, together with the Exhibits attached hereto and the Utility Service Agreement (as extended hereby), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, with respect thereto. No amendment, modification, or waiver of any provision of this Transfer Agreement shall be effective unless in writing and signed by all parties hereto.

**12. Successors and Assigns.** This Transfer Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. Any further transfer, assignment, or reallocation of the Transferred Capacity (or any

portion thereof) by the Transferring Owner or its successors shall require the prior written consent of the District, which consent shall not be unreasonably withheld, conditioned, or delayed.

**13. Notices.** All notices, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if (a) delivered personally, (b) sent by certified mail, return receipt requested, postage prepaid, or (c) sent by nationally recognized overnight courier service, addressed to the parties at the addresses set forth above, or to such other address as a party may designate by written notice to the other parties.

**14. Counterparts.** This Transfer Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**15. Public Records.** The parties acknowledge that the District is subject to the requirements of Chapter 119, Florida Statutes, regarding public records. To the extent applicable, the parties shall comply with the provisions of Section 119.0701, Florida Statutes.

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the Transferring Owner has executed this Transfer Agreement as of the date first written above.

**TRANSFERRING OWNER:**

**ASF TAP FL I, LLC**, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

Date: _____

**STATE OF FLORIDA**

**COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this ___ day of _____, 2026, by _____, as _____ of **ASF TAP FL I, LLC**, a Delaware limited liability company, on behalf of the company, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

Commission No.: _____

**CONSENT OF DISTRICT:**

The undersigned, CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT, hereby consents to the foregoing Transfer of Wastewater Capacity, including: (i) the transfer of the Transferred Capacity from Property A to Property B; and (ii) the extension of the Utility Service Agreement to Property B with respect to the Transferred Capacity, all as described in this Transfer Agreement and subject to the terms and conditions herein.

**CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Name: Bud Beucher
Title: Chairman

Date: _____

**STATE OF FLORIDA**

**COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this ___ day of _____, 2026, by Bud Beucher, as Chairman of **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**, on behalf of the District, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

Commission No.: _____

**CONSENT OF EAGLES LANDING:**

The undersigned, EAGLES LANDING AT OCOEE, LLC, a Florida limited liability company, as a party to the Utility Service Agreement and the owner of the remaining portions of the Nonresidential Parcels as defined in the A&R Development Agreement, hereby acknowledges and consents to the transfer of the Transferred Capacity from Property A to Property B as described in this Transfer Agreement, and confirms that such transfer does not diminish or impair any capacity rights held by it under the Utility Service Agreement.

**EAGLES LANDING AT OCOEE, LLC**,
a Florida limited liability company

By: _____
Name: _____
Title: _____

Date: _____

**STATE OF FLORIDA**

**COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this ___ day of _____, 2026, by _____, as _____ of **EAGLES LANDING AT OCOEE, LLC**, a Florida limited liability company, on behalf of the company, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

Commission No.: _____

**EXHIBIT A**

**Legal Description of Property A**

**(Transferring Property)**

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1,487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 459.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE, HAVING A CENTRAL ANGLE OF 14°35'56", A RADIUS OF 2,341.83 FEET, AN ARC LENGTH OF 596.69 FEET, A CHORD BEARING OF S44°49'31"W AND A CHORD DISTANCE OF 595.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, BEING A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 22°58'29", A RADIUS OF 2,341.83 FEET, AN ARC LENGTH OF 939.04 FEET, A CHORD BEARING OF S26°02'16"W AND A CHORD DISTANCE OF 932.76 FEET; THENCE RUN N75°26'58"W 402.66 FEET; THENCE RUN S68°12'24"W 668.73 FEET; THENCE RUN N53°42'00"W 250.16 FEET; THENCE RUN N12°38'17"E 257.60 FEET; THENCE RUN N77°21'43"W 125.00 FEET; THENCE RUN N12°38'17"E 13.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 39°28'41", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 51.68 FEET, A CHORD BEARING OF N32°22'37"E AND A CHORD DISTANCE OF 50.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E 476.63 FEET; THENCE RUN N54°47'17"E 150.16 FEET; THENCE RUN N52°06'58"E 205.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N83°33'05"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 125°45'33", A RADIUS OF 99.99 FEET, AN ARC LENGTH OF 219.47 FEET, A CHORD BEARING OF N52°06'58"E AND A CHORD DISTANCE OF 178.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N20°40'51"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E 560.98 FEET TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF TAYLOR MEMORIAL CEMETERY; THENCE RUN S37°58'58"E, ALONG SAID NORTHWESTERLY EXTENSION LINE, 613.80 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number(s): 26-20-25-0100-000-00002 and 35-20-25-0003-000-00501

**EXHIBIT B**

**Legal Description of Property B**

**(Receiving Property)**

**PARCEL 1:**

The East half of the Northeast Quarter of Section 34, Township 20 South, Range 25 East, said land lying and being in Lake County, Florida.

**PARCEL 2:**

That part of the Southeast Quarter of the Southeast Quarter lying South of Clay Road (Number Two Road) in Section 27, Township 20 South, Range 25 East, said land lying and being situate in Lake County, Florida.

**PARCEL 3:**

The East half of the Southeast Quarter of Section 34, Township 20 South, Range 25 East, said land lying and being situate in Lake County, Florida.

**PARCEL 4:**

The North half of Government Lots 3 and 4, also known as the North half of the Northwest Quarter of Section 2, Township 21 South, Range 25 East, Lake County, Florida, said land lying and being situate in Lake County, Florida.

LESS: The East 262 feet of the following described property: North half of Government Lot 3, Section 2, Township 21 South, Range 25 East, Lake County, Florida, lying West of road right-of-way for Highway 19. Less the South 907 feet thereof.

AND

LESS: The South 740 feet of the East 262 feet of the following described property: North half of Government Lot 3, Section 2, Township 21 South, Range 25 East, Lake County, Florida, lying West of road right-of-way for Highway 19.

Parcel Identification Number(s): 02-21-25-0002-000-04800, 34-20-25-0001-000-00100, 27-20-25-0004-000-01200, and 34-20-25-0004-000-01003

## EXHIBIT C

### Schedule of Capacity Allocation

The following sets forth the allocation of wastewater utility capacity before and after the transfer contemplated by this Transfer Agreement:

| Description | Property A | Property B |
|---|---|---|
| Capacity BEFORE Transfer | 82,496 gpd | 0 gpd |
| Capacity Transferred | (82,496 gpd) | 82,496 gpd |
| **Capacity AFTER Transfer** | **0 gpd** | **82,496 gpd** |

**Total Committed Capacity under Utility Service Agreement:** 337,500 gpd (unchanged)

**Transferring Owner's total capacity (Property A + Property B):** 82,496 gpd (unchanged; reallocation only)

**Notes:**

1. This transfer does not increase the Total Committed Capacity under the Utility Service Agreement.
2. The Transferred Capacity allocated to Property B shall be subject to all terms and conditions of the Utility Service Agreement as extended by this Transfer Agreement.
3. Connection of Property B to the Utility System shall be subject to payment of applicable CIAC fees, permitting, and District approval.
4. RAM Fees shall be assessed on the Transferred Capacity for Property B until physical connection and commencement of service.

# SECTION VII

**PayGOV.US, LLC**
7915 S. Emerson Ave B199
Indianapolis, IN 46237

**PAYMENT PROCESSING SERVICES AGREEMENT**

THIS PAYMENT PROCESSING SERVICES AGREEMENT (this "**Agreement**") is made and entered into effective _____, 2026 (the "**Effective Date**"), by and between **PayGOV.US**, LLC, an Indiana limited liability company ("**PGV**"), with its principal address at 7915 S. Emerson Ave B199, Indianapolis, IN 46237, and the **Central Lake Community Development Distric**t, a local unit of special-purpose government established under Chapter 190, Florida Statutes (the "**District**"**)**, with its principal address at c/o **Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801**.

**1. Services.** PGV has designed and developed a payment processing system and internet processing services for governmental entities to enhance the collection of payments and other obligations on a 24/7 basis. PGV will provide the District with online payment acceptance, in-person and telephone payment acceptance (if requested by the District), and the related processing, settlement, and reporting services described in this Agreement (collectively, the "**Services**"), so that the District may accept payment by credit card, charge card, bank debit card, and electronic funds transfer, including by a method for accepting payment online, as required by section 215.322(5), *Florida Statutes*, as amended by chapter 2026-169, Laws of Florida, effective January 1, 2027. A person wanting to pay an obligation owed to the District may do so by logging on to the designated website link, or through any other payment channel the District elects to offer under this Agreement, at no cost to the District. PGV will also provide, upon the District's request, card-swipe or other point-of-sale equipment for onsite payments at no cost to the District. The equipment remains PGV's property, and PGV is responsible for installing, maintaining, updating, and replacing it. Upon expiration or termination of this Agreement, the District will make the equipment available for retrieval by PGV at PGV's expense, and the District is not responsible for ordinary wear and tear.

**2. Convenience Fees**. PGV will assess the person making the payment (and not the District) a convenience fee equal to 3% of the transaction amount for all POS, online, mobile, or over-the-phone (in office) credit card, charge card, and debit card transactions. A minimum flat convenience fee of $1.00 will apply to any such transaction under $33.00. E-Check (ACH) transactions will be charged a flat fee of $1.00 per transaction to the person making the payment, and not to the District. Before the payer submits any transaction, PGV must clearly disclose the amount of the convenience fee and that it is charged by PGV and not by the District, and must allow the payer to cancel the transaction without charge. The convenience fee is billed separately from the amount owed to the District and is paid directly to and retained by PGV as PGV's sole compensation for the Services. The convenience fee is not an assessment, rate, fee, rental, or other charge imposed by the District, is not revenue of the District, and will not be received or retained by the District or its district manager. PGV is solely responsible for ensuring that the convenience fee, as assessed and disclosed, complies with applicable law and all applicable card network rules. PGV may not increase the convenience fee or impose any new or additional fee, on the District or on payers, without a written amendment to this Agreement approved by the District's Board of Supervisors and signed by both parties.

**3. Settlement and Reporting.** The Services include timely and accurate transaction processing, next business day reconciliation, and transfer by ACH of the full amount of each payment, without deduction or offset for any convenience fee or other charge, from PGV to the District's designated depository account within [two (2)] business days after the transaction is authorized. All payments PGV receives for obligations owed to the District are the property of the District and are held by PGV in trust for the District. PGV must provide the District and its district manager with online access to transaction-level reporting and a monthly statement identifying, for each transaction, the date, payer, amount paid to the District, convenience fee charged, and any refund, return, or chargeback. PGV may not debit the District's account except to reverse an E-Check transaction that is returned or charged back through the ACH network, and then only after written notice to the District identifying the transaction. At the District's written direction, PGV will process refunds to payers of amounts paid to the District (for example, returned rental deposits), and the District will fund the refunded amount. PGV may not charge the District for processing a refund.

**4. Card and Account Verification.** Section 215.322(5)(a), *Florida Statutes*, requires the District to verify both the validity of any credit card, charge card, bank debit card, or electronic funds transfer used and the existence of appropriate credit with respect to the person using the card or transfer. PGV will perform that verification on the District's behalf before authorizing each transaction and will not authorize any transaction that fails verification.

**5. No Cost to District; Independent Contractor; Confidentiality.** PGV will provide the Services to the District during the term of this Agreement, beginning on the Effective Date. PGV agrees the District is not responsible for any compensation for the Services, and the District will not pay any setup, equipment, monthly, minimum, transaction, chargeback, or other fees, or any associated operational costs or local, state, or federal taxes, on behalf of PGV. Nothing in this Agreement requires the District to accept payments exclusively through PGV or to process any minimum volume. PGV accepts and agrees to perform all Services as an independent contractor and not as an employee, agent, or partner of the District, except for the limited authorizations in Section 14. PGV and the District each agree (i) to hold the other party's confidential information in strict confidence; and (ii) not to disclose such information to any third parties without the prior written consent of the disclosing party or as required by law or regulation. PGV acknowledges that the District is subject to Chapter 119, *Florida Statutes*, and that the District's obligations under this Section extend only to information that is confidential or exempt from public disclosure under applicable law. Cardholder, bank-account, and other personal information of payers that PGV receives in performing the Services is confidential information of the District.

**6. Indemnification; Chargebacks and Returns.** PGV will defend, indemnify, and hold harmless the District and its supervisors, officers, staff, district manager, agents, and employees from and against any credit card transaction disputes, chargebacks, claims, losses, damages, and other expenses, including attorneys' fees and litigation expenses (including at trial and on appeal), suffered or incurred due to PGV's negligence or willful misconduct, any security incident involving payer information in the possession or control of PGV or its processors or subcontractors, PGV's violation of law or card network rules, or PGV's failure to perform any of its obligations under this Agreement. The District agrees to reasonably assist PGV, to the extent permitted by law, with (i) any efforts necessary to facilitate collection of funds from any cardholder to include reinstatement of the obligation owed to the District; and (ii) providing cardholder information pertinent to any inquiry or dispute regarding payment made to the District through the Services. Returned or charged-back ACH (aka E-Check) transactions are excluded from PGV's indemnification of chargebacks under this Section, and the District will reconcile those

transactions, including returns and chargeback transactions, but this exclusion does not limit PGV's obligations for its negligence, willful misconduct, or failure to perform. This Section survives expiration or termination of this Agreement.

**7. Standards of Performance; Compliance with Laws; Governing Law.** PGV represents that it is qualified to perform the Services, and that all work will be accomplished in a professional and workmanlike manner. PGV agrees to observe and comply with all federal, state, and local laws, and all applicable card network and NACHA operating rules, in performing the Services, including section 215.322, *Florida Statutes*, the Payment Card Industry Data Security Standard ("**PCI DSS**"), and the accessibility requirements of Title II of the Americans with Disabilities Act applicable to the online payment website. This Agreement is governed by the laws of the State of Florida. Venue for any action arising under this Agreement lies exclusively in the state courts located in Lake County, Florida.

**8. Data Security; Security Incidents**. PGV must maintain PCI DSS compliance throughout the term of this Agreement and must provide the District, upon request, a copy of PGV's current PCI DSS attestation of compliance and that of each processor PGV uses. PGV must use reasonable administrative, technical, and physical safeguards, consistent with industry best practices, to protect cardholder, bank-account, and other personal information of payers, including encryption of that information in transit and at rest. PGV must promptly notify the District in writing if PGV or any of its processors ceases to be PCI DSS compliant. PGV may not access, use, disclose, sell, or share payer information for any purpose other than performing the Services or as required by law, and may not use it for marketing. PGV may retain payer information only as long as necessary to perform the Services, to comply with card network rules, or to comply with Section 2 of Exhibit A (Public Records), and then must securely destroy it. If PGV discovers or is notified of any actual or reasonably suspected breach of security (as defined in section 501.171(1), *Florida Statutes* and any successor statute) or other unauthorized access to payer information in the possession or control of PGV or its processors or subcontractors, PGV must (i) notify the District in writing within 48 hours after discovery or notice; (ii) take all action reasonably necessary to contain, investigate, and remediate it; (iii) cooperate with the District and any law enforcement or regulatory authority, including preserving relevant evidence; (iv) provide the District a written incident report describing the nature and scope of the incident, the information affected, and the remedial actions taken; and (v) to the extent the incident is attributable to the acts or omissions of PGV or its processors or subcontractors, bear the cost of any notices required by law, including under section 501.171, *Florida Statutes*, and provide credit monitoring services for not less than 12 months to affected individuals, at PGV's sole expense. This Section survives expiration or termination of this Agreement.

**9. Insurance.** PGV must maintain, at its own expense throughout the term of this Agreement, (i) commercial general liability insurance with limits of not less than $[1,000,000] per occurrence and $[2,000,000] in the aggregate; (ii) cyber liability (network security and privacy) insurance, including coverage for breach response costs, with limits of not less than $1,000,000 per claim; and (iii) crime insurance covering employee dishonesty and computer and funds transfer fraud with limits of not less than $1,000,000. PGV must name the District as an additional insured on the commercial general liability policy and must provide the District a certificate of insurance upon execution of this Agreement and upon request.

**10. Assignment; Subcontractors.** PGV may not assign this Agreement or subcontract the Services without the District's prior written consent, except that PGV may use iStream Financial

Services, Inc. ("**iStream**") as described in Section 14 and the card processors PGV identifies to the District in writing before the Effective Date. PGV remains responsible for the acts and omissions of its subcontractors and processors as if they were PGV's own.

**11. District Required Provisions; Order of Precedence.** **Exhibit A** (District Required Provisions) is incorporated into and made a part of this Agreement. If this Agreement conflicts with any application, enrollment form, or other document submitted under this Agreement, or with any terms of service, privacy policy, or other terms posted on PGV's website or presented in any click-through or similar form, Exhibit A controls first and this Agreement controls next. No click-through, online, or other terms not attached to this Agreement bind the District, even if accepted by the district manager or another District agent in the course of using the Services.

**12. Miscellaneous.** Notices under this Agreement must be in writing and delivered by hand, by nationally recognized overnight courier, or by certified mail to the party's address stated in the preamble (or another address given by written notice), with a copy of any notice to the District sent to the District's district manager and District counsel. This Agreement, including its exhibits, is the entire agreement of the parties on its subject matter and supersedes all prior agreements and understandings on that subject matter. This Agreement may be amended only by a writing signed by both parties. If any provision of this Agreement is held unenforceable, the remaining provisions remain in effect. In any action to enforce this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs, including those incurred on appeal. The District's failure to enforce any provision of this Agreement is not a waiver of that provision. This Agreement has been negotiated by both parties and will not be construed against either party as the drafter. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together are one instrument.

**13. Term and Termination.** The initial term of this Agreement begins on the Effective Date and ends on the next September 30 (the end of the District's fiscal year). This Agreement will automatically renew for successive one-year terms beginning each October 1 unless terminated as provided in this Section. The District may terminate this Agreement at any time, with or without cause, on 30 days' written notice to PGV, and immediately upon written notice if PGV breaches this Agreement. PGV may terminate this Agreement only on 90 days' written notice to the District. On expiration or termination, PGV must complete and settle all transactions initiated before the effective date of termination, remit to the District all funds due, reasonably cooperate in transitioning the Services to any successor provider, and comply with Section 2 of Exhibit A (Public Records). Sections 3, 5, 6, 8, and 12 and Exhibit A survive expiration or termination of this Agreement.

**14. ACH (E-Check) Processing through iStream.** PGV has engaged iStream as a third-party payment processor to facilitate the processing of the District's E-Check payments through the ACH network. Subject to this Section, the District authorizes PGV, as the originator and merchant of record, to submit and sign the application for ACH processing services on behalf of the District to iStream. The District also authorizes PGV to execute and deliver to iStream any required documents on behalf of the District for the purpose of boarding and performing required due diligence of the District under the regulatory framework governing iStream as a third-party payment processor, and to make related procedural changes on behalf of the District to the processing account at iStream as reasonably necessary during the processing relationship. PGV must provide the District's district manager a copy of each application and other document PGV signs on the District's behalf before submitting it, and written notice of any procedural change

within five business days after making it. PGV may not, without the District's prior written approval, (i) agree on the District's behalf to any fee, reserve, guaranty, indemnity, or other financial obligation of the District; (ii) change the District's designated depository account; or (iii) bind the District to any terms inconsistent with this Agreement. These authorizations are limited to the ACH processing services described in this Section and terminate automatically upon expiration or termination of this Agreement.

The District acknowledges and agrees that, as of the Effective Date, iStream is entitled to rely on the authorizations in this Section until the District provides written notice to PGV of their revocation or modification. As between the District and PGV, PGV is responsible for the acts and omissions of iStream as if they were PGV's own, and PGV's obligations under Sections 6 and 8 apply to iStream's acts and omissions. Nothing in this Section makes iStream a third-party beneficiary of this Agreement, waives the District's sovereign immunity, or causes the District to assume any risk or liability for the acts or omissions of PGV or iStream.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the Effective Date.

**DISTRICT:**
CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: Chairperson / Vice Chairperson, Board of Supervisors
Date: _____

ATTEST:

_____
Secretary / Assistant Secretary

**PGV:**
PAYGOV.US, LLC, an Indiana limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A: District Required Provisions

**EXHIBIT A**
**DISTRICT REQUIRED PROVISIONS**

**1. Sovereign Immunity; No Third-Party Beneficiaries.** Nothing in this Agreement waives or limits the District's sovereign immunity or the limits of liability in section 768.28, *Florida Statutes*, or any other statute or law, and nothing in this Agreement is a consent by the District to be sued by third parties in any matter arising out of this Agreement. This Agreement is solely for the benefit of the District and PGV, and no right or cause of action accrues to or for the benefit of any third party.

**2. Public Records.** PGV understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, to the extent PGV is acting on behalf of the District as a contractor within the meaning of section 119.0701, *Florida Statutes*, PGV must comply with Florida's public records laws, including Chapter 119, *Florida Statutes*. Specifically, PGV must: (a) keep and maintain public records required by the District to perform the Services; (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following its completion if PGV does not transfer the records to the District; and (d) upon completion of this Agreement, transfer to the District, at no cost, all public records in PGV's possession or keep and maintain public records required by the District to perform the Services. If PGV transfers all public records to the District upon completion of this Agreement, PGV must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PGV keeps and maintains public records upon completion of this Agreement, PGV must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. The District may unilaterally terminate this Agreement if PGV refuses to allow public access to public records as required by law.

**IF PGV HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PGV'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, RECORDREQUEST@GMSCFL.COM, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.**

**3. Records and Audit.** PGV must keep accurate records of all transactions processed for the District for the longer of five years after the transaction or the period required by the records retention schedules adopted by the Florida Department of State, and must make those records available to the District, its district manager, and its auditors upon reasonable request.

**4. E-Verify.** PGV must comply with section 448.095, *Florida Statutes*. PGV represents and warrants that it is registered with and uses the E-Verify system to verify the work authorization status of all new employees of PGV. PGV may not subcontract any portion of the Services unless the subcontractor registers with and uses the E-Verify system and provides PGV an affidavit

stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. PGV must maintain a copy of each affidavit for the duration of this Agreement and provide it to the District upon request. If the District has a good faith belief that PGV has knowingly violated section 448.09(1), *Florida Statutes*, the District will terminate this Agreement as required by section 448.095(5)(c), *Florida Statutes*, and PGV will be liable for any additional costs incurred by the District as a result of the termination. If the District has a good faith belief that a subcontractor knowingly violated section 448.095(5), *Florida Statutes*, but PGV otherwise complied, the District will promptly notify PGV, and PGV must immediately terminate its contract with the subcontractor. PGV represents that no public agency has terminated a contract with PGV under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the Effective Date.

**5. Scrutinized Companies.** PGV certifies that it is not on the Scrutinized Companies or Other Entities that Boycott Israel List created under section 215.4725, *Florida Statutes*, and is not participating in a boycott of Israel. PGV further certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under section 215.473, *Florida Statutes*, and is not engaged in business operations in Cuba or Syria. Under section 287.135*, Florida Statutes*, the District may terminate this Agreement at its option if PGV is found to have submitted a false certification, has been placed on any of those lists, is participating in a boycott of Israel, or has been engaged in business operations in Cuba or Syria.

**6. Foreign Countries of Concern; Access to Personal Identifying Information**. PGV acknowledges that this Agreement gives PGV access to individuals' personal identifying information. PGV represents that (a) it is not owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in PGV; and (c) PGV is not organized under the laws of, and does not have its principal place of business in, a foreign country of concern, as those terms are defined in section 287.138, *Florida Statutes*. Before the District executes this Agreement, and before each renewal or extension of this Agreement, PGV must provide the District the affidavit required by section 287.138(4), Florida Statutes, on the form prescribed by the Florida Department of Management Services (currently Form PUR 1355, adopted by Rule 60A-1.020, Florida Administrative Code), together with the affidavit attached as **Exhibit 1**.

**7. Anti-Human Trafficking.** PGV certifies that neither it nor its principals use coercion for labor or services as defined in section 787.06, *Florida Statutes*. Before the District executes this Agreement, and before each renewal or extension of this Agreement, PGV must provide the District the affidavit required by section 787.06(14), *Florida Statutes*, signed by an officer or representative of PGV under penalty of perjury, in the form attached as Exhibit 1.

**8. Foreign Source Disclosure.** To the extent section 286.101(3), *Florida Statutes*, applies to this Agreement, PGV must disclose to the District any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern as required by that section.

**EXHIBIT 1**
**CONTRACTOR AFFIDAVIT**

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, by means of [ ] physical presence or [ ] online notarization, personally appeared _____ ("Affiant"), who, being first duly sworn, deposes and says:

1. Affiant is the _____ [title] of PayGOV.US, LLC ("PGV"), is an officer or representative of PGV, and is authorized to make this affidavit on PGV's behalf. This affidavit is given in connection with the Payment Processing Services Agreement between PGV and the Central Lake Community Development District (the "District").

2. Anti-Human Trafficking. PGV does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

3. Foreign Countries of Concern. PGV is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in PGV; and PGV is not organized under the laws of, and does not have its principal place of business in, a foreign country of concern, as those terms are defined in section 287.138, Florida Statutes.

4. Scrutinized Companies. PGV is not on the Scrutinized Companies or Other Entities that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and is not engaged in business operations in Cuba or Syria.

5. E-Verify. PGV is registered with and uses the E-Verify system to verify the work authorization status of all new employees, as required by section 448.095, Florida Statutes. PGV's E-Verify company identification number is _____.

Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

_____

Signature of Affiant

Printed Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization this ____ day of _____, 20__, by _____, who is [ ] personally known to me or [ ] has produced _____ as identification.

_____

Notary Public, State of _____

Print Name: _____

My Commission Expires: _____

# SECTION VIII

This instrument prepared by and after
recording should be returned to:
John P. Junod., Esq.
Shuffield, Lowman &Wilson P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801

# FIRST AMENDMENT TO INFRASTRUCTURE EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO INFRASTRUCTURE EASEMENT AGREEMENT (this "**Amendment**") is made and entered into this ___ day of _____, 2026, by and between **SJ MISSION INN, LLC,** a Mississippi limited liability company, whose mailing address is 1000 Red Fern Place, Flowood, Mississippi 39232 ("**SJ**"), **MM LOUISIANA, INC.,** a Louisiana corporation, whose mailing address is 600 Crescent Boulevard, Suite A, Ridgeland, Mississippi 39157 ("**MM**"), and **CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 219 East Livingston Street, Orlando, FL 32801 ("**CDD**") SJ, MM, and the CDD are sometimes referred to as the "**Parties**", and separately as the "**Party**"

## RECITALS:

**A.** SJ and the CDD previously entered into that certain Infrastructure Easement Agreement dated December 8, 2022 and recorded on December 15, 2022 in Official Records Book 6067, Page 679 of the Public Records of Lake County, Florida (the "**Original Easement Agreement**").

**B.** MM is the successor owner of certain property encumbered by the Original Easement Agreement.

**C.** The Parties wish to amend the Original Easement Agreement to clarify certain portions of the Easement Area, as defined in the Original Easement Agreement.

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

**1. Recitals; Definitions.** The foregoing recitals are hereby acknowledged to be true and correct and are incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original Easement Agreement.

**2. Easement Area.** The Parties hereto acknowledge and agree **Exhibit "A-1"** and **Exhibit "A-2"** attached to the Original Easement Agreement are hereby deleted in their entirety and replaced with ***Amended and Restated Exhibit "A-1"*** attached to this Amendment. From and after the date hereof, all references in the Original Easement Agreement to the "**Easement Areas**" depicted on **Exhibit "A-1"** and **Exhibit "A-2"** shall mean and refer exclusively to the designated

area shown on the ***Amended and Restated Exhibit "A-1"***. As a point of clarification, **Exhibit "A-3"** and **Exhibit "A-4"** to the Original Easement Agreement shall remain unchanged.

**3. Non-Interference.** The Parties acknowledge and agree that the easement granted herein or in the Original Easement Agreement is not an exclusive easement and that SJ has the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights granted in the Original Easement Agreement.

**4. Ratification.** Except as expressly modified by this Amendment, all terms, conditions, and provisions of the Original Easement Agreement shall remain in full force and effect and are hereby ratified and confirmed by the parties. In the event of any conflict between the terms of the Original Easement Agreement and this Amendment, the terms of this Amendment shall control.

**5. Binding Effect; Covenant Running with the Land.** The rights and obligations set forth in this Amendment shall run with the title to the respective properties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**6. Counterparts.** This Amendment may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

*(Signature Pages Follow)*

**IN WITNESS WHEREOF**, the undersigned has executed this instrument this _____ day of _____, 2026

Signed, sealed and delivered in the presence of the following witnesses:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

**SJ MISSION INN, LLC**, a Mississippi limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2026, by _____, as _____ of SJ Mission Inn, LLC, a Mississippi limited liability company, on behalf of the company. Said person (check one) □ is personally known to me, □ produced _____ as identification.

NOTARY SEAL:

_____
Notary Public Signature

_____
Typed or Printed Notary Name
Notary Public-State of _____
Commission No.: _____
My Commission Expires: _____

*{Signatures continued on the following page.}*

**IN WITNESS WHEREOF**, the undersigned have executed this instrument this _____ day of _____, 2026

Signed, sealed and delivered in the presence of the following witnesses:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

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

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2026, by _____, as _____ of Central Lake Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the District. Said person (check one) □ is personally known to me, □ produced _____ as identification.

NOTARY SEAL:

_____
Notary Public Signature

_____
Typed or Printed Notary Name
Notary Public-State of _____
Commission No.: _____
My Commission Expires: _____

*{Signatures continued on the following page.}*

**IN WITNESS WHEREOF**, the undersigned has executed this instrument this _____ day of _____, 2026

Signed, sealed and delivered in the presence of the following witnesses:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

**MM LOUISIANA, INC.,** a Louisiana corporation

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2026, by _____, as _____ of MM Louisiana, Inc., a Louisiana corporation, on behalf of the corporation. Said person (check one) □ is personally known to me, □ produced _____ as identification.

NOTARY SEAL:

_____
Notary Public Signature

_____
Typed or Printed Notary Name
Notary Public-State of _____
Commission No.: _____
My Commission Expires: _____

**AMENDED AND RESTATED EXHIBIT "A-1"**

EASEMENT AREAS

# SKETCH & DESCRIPTION - NOT A BOUNDARY SURVEY

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING 10 FEET WIDE IN SECTION 23 AND 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°33'45" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 26, A DISTANCE OF 345.69 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 21°47'07" EAST, A DISTANCE OF 274.12 FEET; THENCE NORTH 21°58'02" EAST, A DISTANCE OF 186.61 FEET; THENCE NORTH 67°31'43" EAST, A DISTANCE OF 12.41 FEET; THENCE NORTH 58°09'47" EAST, A DISTANCE OF 157.64 FEET; THENCE NORTH 65°19'46" EAST, A DISTANCE OF 41.06 FEET; THENCE NORTH 73°19'20" EAST, A DISTANCE OF 80.66 FEET; THENCE NORTH 26°20'59" EAST, A DISTANCE OF 5.94 FEET; THENCE NORTH 16°05'30" EAST, A DISTANCE OF 128.96 FEET; THENCE NORTH 23°36'48" EAST, A DISTANCE OF 41.80 FEET; THENCE NORTH 17°04'16" EAST, A DISTANCE OF 16.33 FEET TO THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 48; THENCE SOUTH 72°52'45" EAST ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 10.00 FEET; THENCE SOUTH 17°04'16" WEST, A DISTANCE OF 16.89 FEET; THENCE SOUTH 23°36'48" WEST, A DISTANCE OF 41.71 FEET; THENCE SOUTH 16°05'30" WEST, A DISTANCE OF 129.20 FEET; THENCE SOUTH 26°20'59" WEST, A DISTANCE OF 11.19 FEET; THENCE SOUTH 73°19'20" WEST, A DISTANCE OF 84.31 FEET; THENCE SOUTH 65°19'46" WEST, A DISTANCE OF 39.73 FEET; THENCE SOUTH 58°09'47" WEST, A DISTANCE OF 157.83 FEET; THENCE SOUTH 67°31'43" WEST, A DISTANCE OF 9.03 FEET; THENCE SOUTH 21°58'02" WEST, A DISTANCE OF 182.39 FEET; THENCE SOUTH 21°47'07" WEST, A DISTANCE OF 308.97 FEET; THENCE SOUTH 22°32'35" WEST, A DISTANCE OF 156.13 FEET; THENCE SOUTH 22°50'14" WEST, A DISTANCE OF 248.58 FEET; THENCE SOUTH 15°27'28" EAST, A DISTANCE OF 395.25 FEET; THENCE SOUTH 11°53'50" WEST, A DISTANCE OF 8.23 FEET; THENCE SOUTH 01°46'29" WEST, A DISTANCE OF 252.96 FEET; THENCE SOUTH 09°39'17" WEST, A DISTANCE OF 23.72 FEET; THENCE SOUTH 20°14'01" WEST, A DISTANCE OF 210.54 FEET; THENCE SOUTH 31°55'17" WEST, A DISTANCE OF 22.12 FEET; THENCE SOUTH 08°45'42" WEST, A DISTANCE OF 55.54 FEET; THENCE SOUTH 16°36'46" EAST, A DISTANCE OF 6.28 FEET; THENCE SOUTH 54°53'44" EAST, A DISTANCE OF 77.82 FEET; THENCE SOUTH 50°20'20" EAST, A DISTANCE OF 119.51 FEET; THENCE SOUTH 41°49'41" EAST, A DISTANCE OF 226.77 FEET; THENCE SOUTH 36°13'19" EAST, A DISTANCE OF 228.28 FEET; THENCE SOUTH 34°53'36" EAST, A DISTANCE OF 147.48 FEET; THENCE SOUTH 35°00'55" EAST, A DISTANCE OF 328.93 FEET; THENCE SOUTH 34°52'20" EAST, A DISTANCE OF 300.61 FEET;

CONTINUED ON SHEET 2

**LEGEND:**

| | |
|---|---|
| LB | = LICENSED BUSINESS |
| ORB | = OFFICIAL RECORD BOOK |
| PG | = PAGE |
| PB | = PLAT BOOK |
| POB | = POINT OF BEGINNING |
| POC | = POINT OF COMMENCEMENT |
| PSM | = PROFESSIONAL SURVEYOR AND MAPPER |

**BASIS OF BEARINGS**

BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NAD83 DATUM (2011 ADJUSTMENT). THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 26-20S-25E, HAVING A GRID BEARING OF S 89°33'45" E.

AARON J. MURPHY, PSM DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6768
FOR HAMILTON ENGINEERING AND SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8405

INFORMATION NOT COMPLETE WITHOUT ALL SHEETS

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE UNIQUE SIGNATURE AND THE DIGITAL SEAL OF A FLORIDA PROFESSIONAL SURVEYOR & MAPPER

LB #8405 CA #8474
HAMILTON ENGINEERING & SURVEYING, LLC
www.HamiltonEngineering.US
3409 W LEMON ST TAMPA, FL 33609 TEL: 813.250.3535
1717 S. RIO GRAND AVE SUITE 100 ORLANDO, FL 32805 TEL: 407.362.5929
8340 CONSUMER CIR SARASOTA, FL 32807 TEL: 941.377.9178

LAKE HILLS

OFFSITE FORCE MAIN EASEMENT

| SEC TWP RNG: | JOB NUMBER: | DRAWN BY: | DATE: | SHEET: |
|---|---|---|---|---|
| 23 & 26/20/25 | 26HAM#### | GCT | 09-16-2026 | 1 OF 8 |

# SKETCH & DESCRIPTION - NOT A BOUNDARY SURVEY
## EXHIBIT "A"

CONTINUED FROM SHEET 1

THENCE NORTH 35°00'55" WEST, A DISTANCE OF 328.93 FEET; THENCE NORTH 34°53'36" WEST, A DISTANCE OF 147.37 FEET; THENCE NORTH 36°13'19" WEST, A DISTANCE OF 227.67 FEET; THENCE NORTH 41°49'41" WEST, A DISTANCE OF 225.53 FEET; THENCE NORTH 50°20'20" WEST, A DISTANCE OF 118.37 FEET; THENCE NORTH 54°53'44" WEST, A DISTANCE OF 80.90 FEET; THENCE NORTH 16°36'46" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 08°45'42" EAST, A DISTANCE OF 59.84 FEET; THENCE NORTH 31°55'17" EAST, A DISTANCE OF 23.15 FEET; THENCE NORTH 20°14'01" EAST, A DISTANCE OF 208.59 FEET; THENCE NORTH 09°39'17" EAST, A DISTANCE OF 22.11 FEET; THENCE NORTH 01°46'29" EAST, A DISTANCE OF 253.16 FEET; THENCE NORTH 11°53'50" EAST, A DISTANCE OF 6.69 FEET; THENCE NORTH 15°27'28" WEST, A DISTANCE OF 396.29 FEET; THENCE NORTH 22°50'14" EAST, A DISTANCE OF 252.03 FEET; THENCE NORTH 22°32'35" EAST, A DISTANCE OF 156.04 FEET; THENCE NORTH 21°47'07" EAST, A DISTANCE OF 34.80 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 40,341.09 SQUARE FEET OR 0.93 ACRES, MORE OR LESS.

INFORMATION NOT COMPLETE
WITHOUT ALL SHEETS

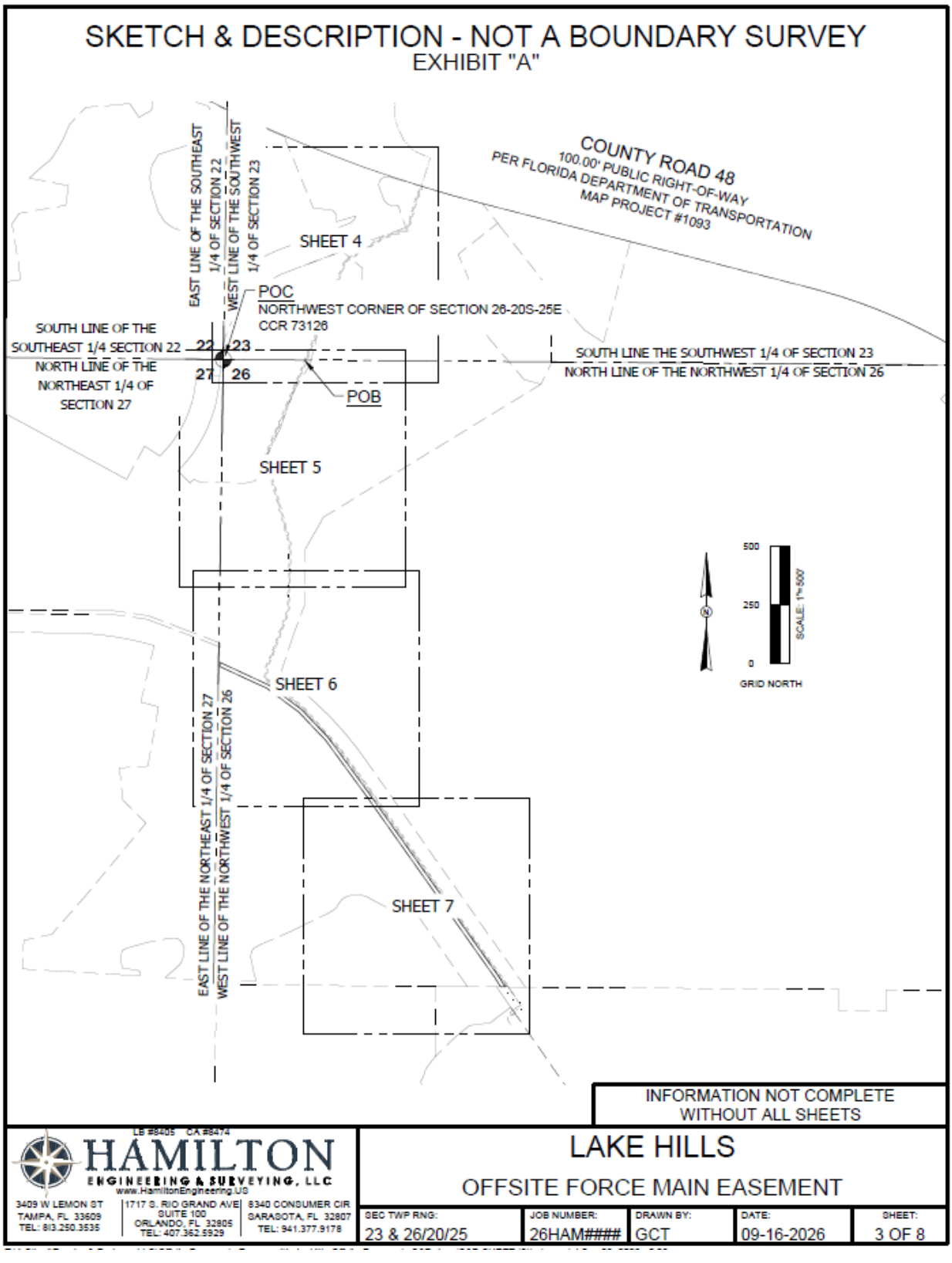
LB #8405 CA #8474
HAMILTON
ENGINEERING & SURVEYING, LLC
www.HamiltonEngineering.US
3409 W LEMON ST
TAMPA, FL 33609
TEL: 813.250.3535
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SUITE 100
ORLANDO, FL 32805
TEL: 407.362.5929
8340 CONSUMER CIR
SARASOTA, FL 32807
TEL: 941.377.9178

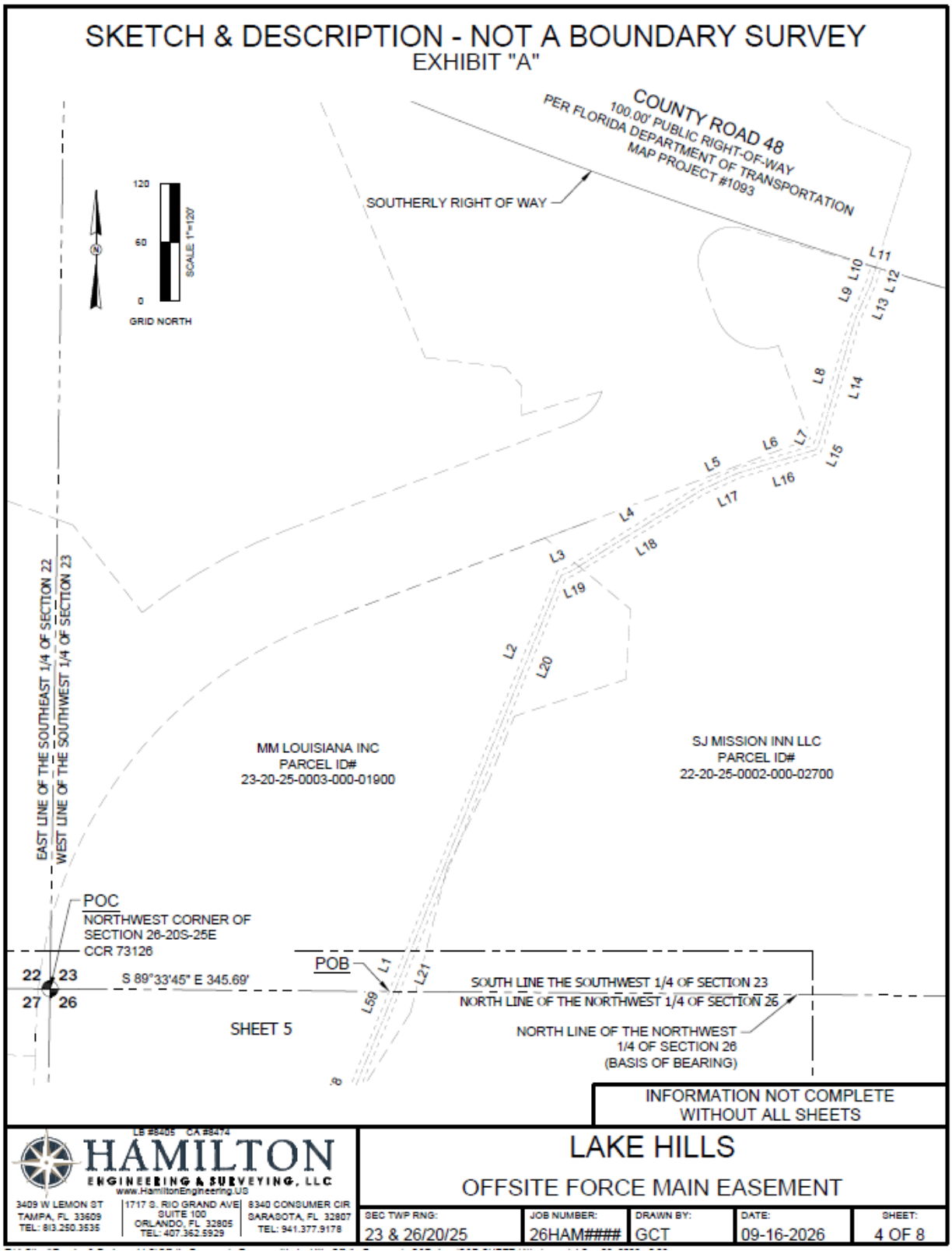
LAKE HILLS

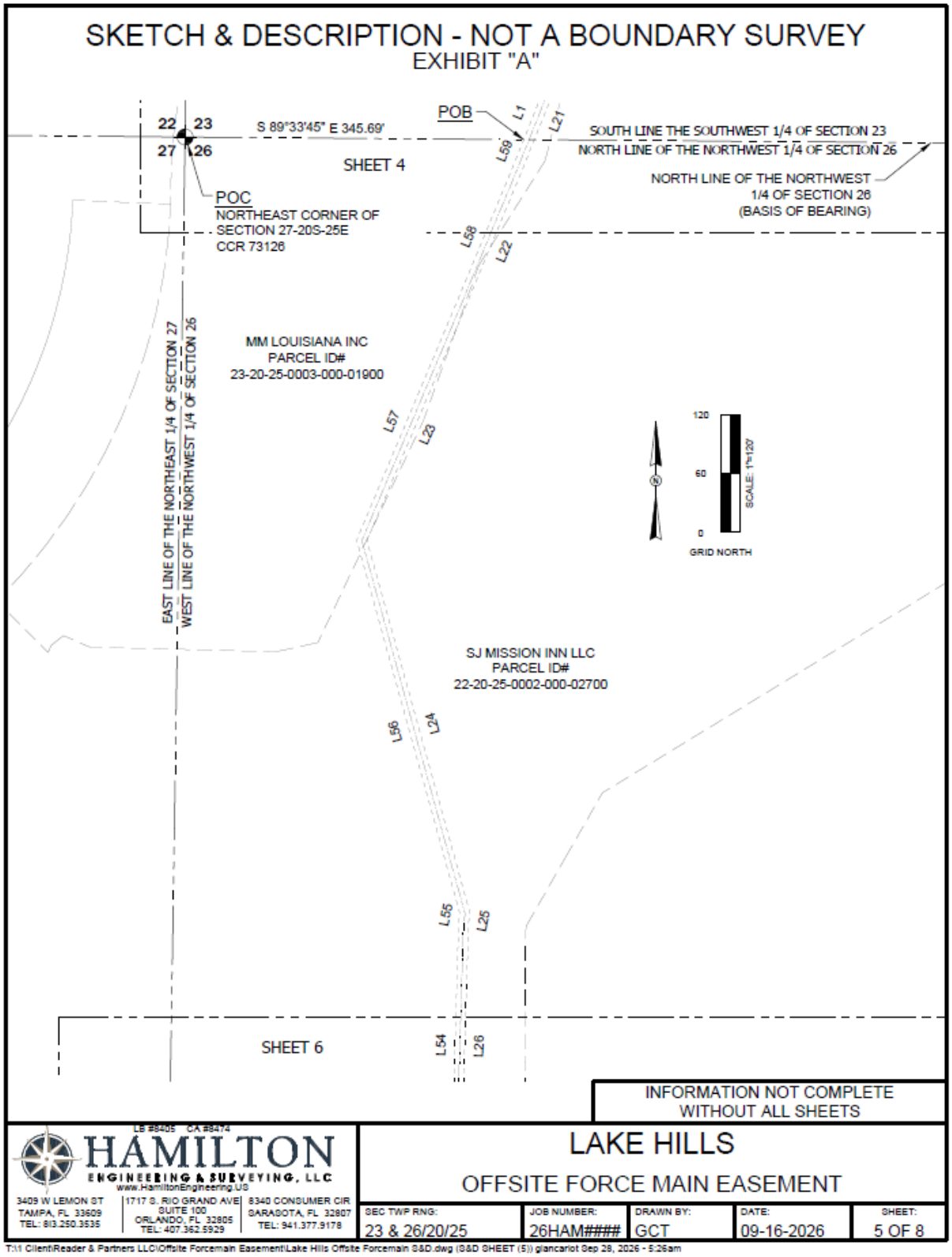
OFFSITE FORCE MAIN EASEMENT

| SEC TWP RNG: | JOB NUMBER: | DRAWN BY: | DATE: | SHEET: |
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| 23 & 26/20/25 | 26HAM#### | GCT | 09-16-2026 | 2 OF 8 |

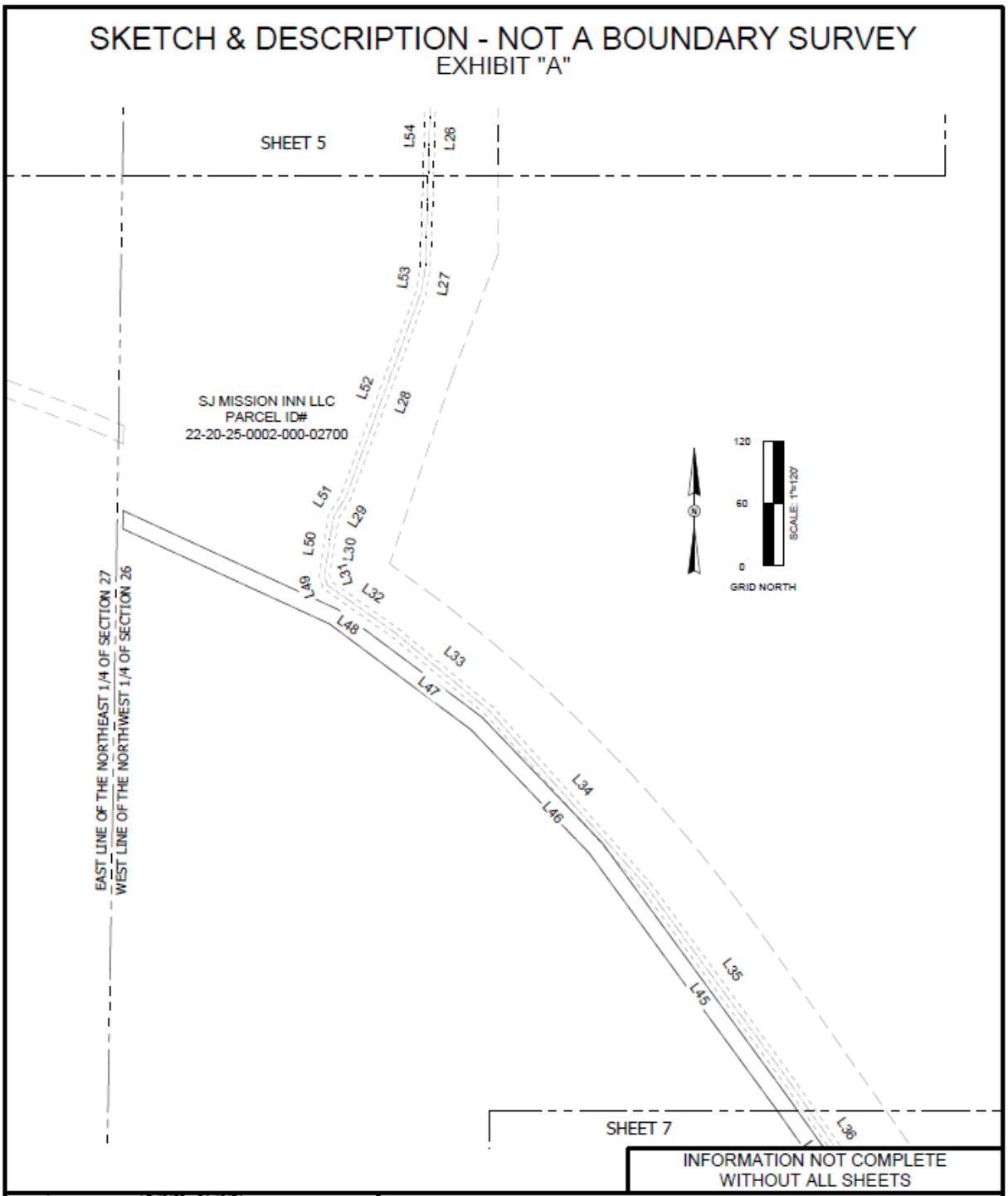
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SKETCH & DESCRIPTION - NOT A BOUNDARY SURVEY
EXHIBIT "A"
COUNTY ROAD 48
100.00' PUBLIC RIGHT-OF-WAY
PER FLORIDA DEPARTMENT OF TRANSPORTATION
MAP PROJECT #1093
EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 22
WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 23
SHEET 4
POC
NORTHWEST CORNER OF SECTION 26-20S-25E
CCR 73126
SOUTH LINE OF THE SOUTHEAST 1/4 SECTION 22
NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 27
22
23
27
26
POB
SOUTH LINE THE SOUTHWEST 1/4 OF SECTION 23
NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 26
SHEET 5
SHEET 6
SHEET 7
EAST LINE OF THE NORTHEAST 1/4 OF SECTION 27
WEST LINE OF THE NORTHWEST 1/4 OF SECTION 26
500
250
0
SCALE: 1"= 500'
GRID NORTH
INFORMATION NOT COMPLETE
WITHOUT ALL SHEETS
LB #8405 CA #8474
HAMILTON
ENGINEERING & SURVEYING, LLC
www.HamiltonEngineering.US
3409 W LEMON ST
TAMPA, FL 33609
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TEL: 941.377.9178
LAKE HILLS
OFFSITE FORCE MAIN EASEMENT
SEC TWP RNG:
23 & 26/20/25
JOB NUMBER:
26HAM####
DRAWN BY:
GCT
DATE:
09-16-2026
SHEET:
3 OF 8


SKETCH & DESCRIPTION - NOT A BOUNDARY SURVEY
EXHIBIT "A"
COUNTY ROAD 48
100.00' PUBLIC RIGHT-OF-WAY
PER FLORIDA DEPARTMENT OF TRANSPORTATION
MAP PROJECT #1093
SOUTHERLY RIGHT OF WAY
120
60
0
SCALE 1"=120'
GRID NORTH
L1
L2
L3
L4
L5
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L7
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L18
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L21
L59
MM LOUISIANA INC
PARCEL ID#
23-20-25-0003-000-01900
SJ MISSION INN LLC
PARCEL ID#
22-20-25-0002-000-02700
EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 22
WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 23
POC
NORTHWEST CORNER OF
SECTION 26-20S-25E
CCR 73126
POB
22
23
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S 89°33'45" E 345.69'
SHEET 5
SOUTH LINE THE SOUTHWEST 1/4 OF SECTION 23
NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 26
NORTH LINE OF THE NORTHWEST
1/4 OF SECTION 26
(BASIS OF BEARING)
INFORMATION NOT COMPLETE
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LAKE HILLS
OFFSITE FORCE MAIN EASEMENT
SEC TWP RNG:
23 & 26/20/25
JOB NUMBER:
26HAM####
DRAWN BY:
GCT
DATE:
09-16-2026
SHEET:
4 OF 8


SKETCH & DESCRIPTION - NOT A BOUNDARY SURVEY
EXHIBIT "A"
22
23
27
26
S 89°33'45" E 345.69'
POB
L1
L21
SOUTH LINE THE SOUTHWEST 1/4 OF SECTION 23
NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 26
NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 26 (BASIS OF BEARING)
SHEET 4
POC
NORTHEAST CORNER OF SECTION 27-20S-25E
CCR 73126
L59
L58
L22
MM LOUISIANA INC
PARCEL ID#
23-20-25-0003-000-01900
EAST LINE OF THE NORTHEAST 1/4 OF SECTION 27
WEST LINE OF THE NORTHWEST 1/4 OF SECTION 26
L57
L23
120
60
0
SCALE: 1"=120'
GRID NORTH
SJ MISSION INN LLC
PARCEL ID#
22-20-25-0002-000-02700
L56
L24
L55
L25
SHEET 6
L54
L26
INFORMATION NOT COMPLETE WITHOUT ALL SHEETS
LB #8405 CA #8474
HAMILTON
ENGINEERING & SURVEYING, LLC
www.HamiltonEngineering.US
3409 W LEMON ST
TAMPA, FL 33609
TEL: 813.250.3535
1717 S. RIO GRAND AVE
SUITE 100
ORLANDO, FL 32805
TEL: 407.362.5929
8340 CONSUMER CIR
SARASOTA, FL 32807
TEL: 941.377.9178
LAKE HILLS
OFFSITE FORCE MAIN EASEMENT
SEC TWP RNG: 23 & 26/20/25
JOB NUMBER: 26HAM####
DRAWN BY: GCT
DATE: 09-16-2026
SHEET: 5 OF 8
T:\1 Client\Reader & Partners LLC\Offsite Forcemain Easement\Lake Hills Offsite Forcemain S&D.dwg (S&D SHEET (5)) giancariot Sep 28, 2026 - 5:26am

# SKETCH & DESCRIPTION - NOT A BOUNDARY SURVEY
EXHIBIT "A"




INFORMATION NOT COMPLETE
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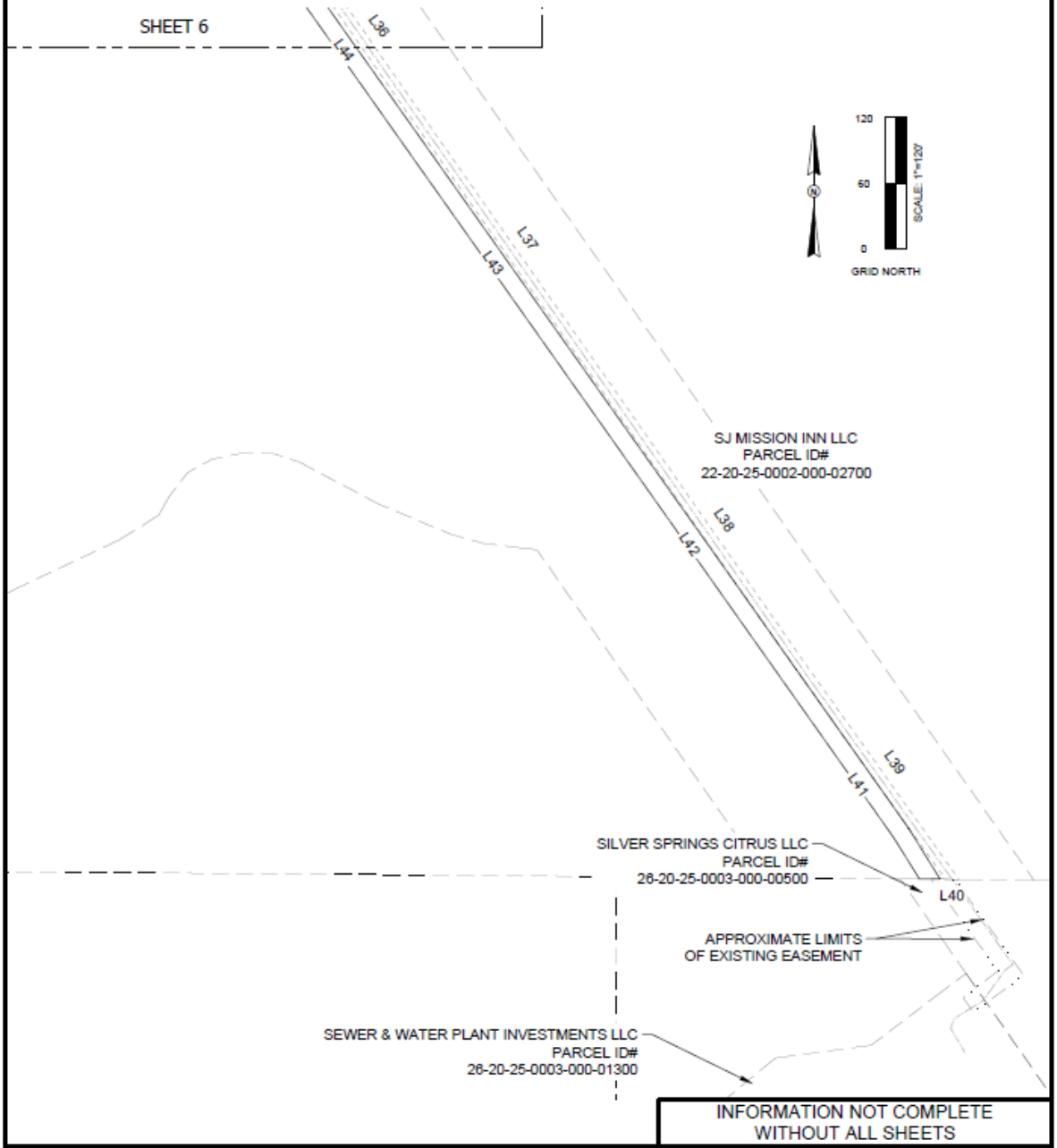
8340 CONSUMER CIR
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## LAKE HILLS
### OFFSITE FORCE MAIN EASEMENT

| SEC TWP RNG: | JOB NUMBER: | DRAWN BY: | DATE: | SHEET: |
|---|---|---|---|---|
| 23 & 26/20/25 | 26HAM#### | GCT | 09-16-2026 | 6 OF 8 |

T:\1 Client\Reader & Partners LLC\Offsite Forcemain Easement\Lake Hills Offsite Forcemain DAD dwg (DAD SHEET (5)) glancarlot Sep 28, 2026 - 5:26pm

# SKETCH & DESCRIPTION - NOT A BOUNDARY SURVEY
EXHIBIT "A"




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## OFFSITE FORCE MAIN EASEMENT

| SEC TWP RNG: | JOB NUMBER: | DRAWN BY: | DATE: | SHEET: |
|---|---|---|---|---|
| 23 & 26/20/25 | 26HAM#### | GCT | 09-16-2026 | 7 OF 8 |

T:\1 Client\Reader & Partners LLC\Offsite Forcemain Easement\Lake Hills Offsite Forcemain S&D.dwg (S&D SHEET (7)) giancariot Sep 28, 2026 - 5:26am

# SKETCH & DESCRIPTION - NOT A BOUNDARY SURVEY
## EXHIBIT "A"

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L1 | 274.12' | N 21° 47' 07" E |
| L2 | 186.61' | N 21° 58' 02" E |
| L3 | 12.41' | N 67° 31' 43" E |
| L4 | 157.64' | N 58° 09' 47" E |
| L5 | 41.06' | N 65° 19' 46" E |
| L6 | 80.66' | N 73° 19' 20" E |
| L7 | 5.94' | N 26° 20' 59" E |
| L8 | 128.96' | N 16° 05' 30" E |
| L9 | 41.80' | N 23° 36' 48" E |
| L10 | 16.33' | N 17° 04' 16" E |
| L11 | 10.00' | S 72° 52' 45" E |
| L12 | 16.89' | S 17° 04' 16" W |
| L13 | 41.71' | S 23° 36' 48" W |
| L14 | 129.20' | S 16° 05' 30" W |
| L15 | 11.19' | S 26° 20' 59" W |
| L16 | 84.31' | S 73° 19' 20" W |
| L17 | 39.73' | S 65° 19' 46" W |
| L18 | 157.83' | S 58° 09' 47" W |
| L19 | 9.03' | S 67° 31' 43" W |
| L20 | 182.39' | S 21° 58' 02" W |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L21 | 308.97' | S 21° 47' 07" W |
| L22 | 156.13' | S 22° 32' 35" W |
| L23 | 248.58' | S 22° 50' 14" W |
| L24 | 395.25' | S 15° 27' 28" E |
| L25 | 8.23' | S 11° 53' 50" W |
| L26 | 252.96' | S 01° 46' 29" W |
| L27 | 23.72' | S 09° 39' 17" W |
| L28 | 210.54' | S 20° 14' 01" W |
| L29 | 22.12' | S 31° 55' 17" W |
| L30 | 55.54' | S 08° 45' 42" W |
| L31 | 6.28' | S 16° 36' 46" E |
| L32 | 77.82' | S 54° 53' 44" E |
| L33 | 119.51' | S 50° 20' 20" E |
| L34 | 226.77' | S 41° 49' 41" E |
| L35 | 228.28' | S 36° 13' 19" E |
| L36 | 147.48' | S 34° 53' 36" E |
| L37 | 328.93' | S 35° 00' 55" E |
| L38 | 300.61' | S 34° 52' 20" E |
| L39 | 242.88' | S 35° 30' 01" E |
| L40 | 12.35' | N 89° 32' 23" W |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L41 | 235.68' | N 35° 30' 01" W |
| L42 | 300.66' | N 34° 52' 20" W |
| L43 | 328.93' | N 35° 00' 55" W |
| L44 | 147.37' | N 34° 53' 36" W |
| L45 | 227.67' | N 36° 13' 19" W |
| L46 | 225.53' | N 41° 49' 41" W |
| L47 | 118.37' | N 50° 20' 20" W |
| L48 | 80.90' | N 54° 53' 44" W |
| L49 | 12.00' | N 16° 36' 46" W |
| L50 | 59.84' | N 08° 45' 42" E |
| L51 | 23.15' | N 31° 55' 17" E |
| L52 | 208.59' | N 20° 14' 01" E |
| L53 | 22.11' | N 09° 39' 17" E |
| L54 | 253.16' | N 01° 46' 29" E |
| L55 | 6.69' | N 11° 53' 50" E |
| L56 | 396.29' | N 15° 27' 28" W |
| L57 | 252.03' | N 22° 50' 14" E |
| L58 | 156.04' | N 22° 32' 35" E |
| L59 | 34.80' | N 21° 47' 07" E |

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| SEC TWP RNG: | JOB NUMBER: | DRAWN BY: | DATE: | SHEET: |
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| 23 & 26/20/25 | 26HAM#### | GCT | 09-16-2026 | 8 OF 8 |

T:\1 Client\Reader & Partners LLC\Offsite Forcemain Easement\Lake Hills Offsite Forcemain S&D.dwg (S&D SHEET (8)) giancarlot Sep 28, 2026 - 5:26am

# SECTION IX

DMHB DiBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

September 10, 2026

Central Lake Community Development District
Board of Supervisors

We are pleased to confirm our understanding of the services we are to provide Central Lake Community Development District, ("the District") for the fiscal year ended September 30, 2026 and with an option for additional annual renewals. This letter serves to renew our agreement and establish the terms and fee for the 2026 audit.

**Audit Scope and Objectives**

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

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

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

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

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

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

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

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

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

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

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

**Audit Procedures—Internal Control**

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

**Audit Procedures—Compliance**

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

**Other Services**

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

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

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

**Responsibilities of Management for the Financial Statements**

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

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

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

**Engagement Administration, Fees, and Other**

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

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

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

Jim Hartley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fees for these services are not to exceed $3,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary or if additional Bonds are issued, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

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

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

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

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

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

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.

d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor

keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

e. If auditor has questions regarding the application of Chapter 119, Florida statutes, to its duty to provide public records relating to this agreement, contact the public records custodian at: c/o Governmental Management Services – Central Florida LLC, 219 East Livingston Street, Orlando, Florida 32801, or recordrequest@gmscfl.com, phone: (407) 841-5524.

**Reporting**

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

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

DiBartolomeo, McBee, Hartley & Barnes

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

RESPONSE:

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

Signature: _____

Title: District Manager

Date: 9/11/26

# SECTION X

# SECTION C

# SECTION 1

# Central Lake

## Community Development District

Summary of Invoices

**August 28, 2026 - October 28, 2026**

| Fund | Date | Check No.'s | Amount |
|---|---|---|---|
| Water & Sewer Fund | | | |
| | 9/18/26 | 2708-2712 | $ 58,226.65 |
| | 9/29/26 | 2713-2714 | 14,234.56 |
| | 10/14/26 | 2715-2719 | 12,434.89 |
| | 10/19/26 | 2720 | 8,931.44 |
| | | | $ 93,827.54 |
| **TOTAL** | | | **$ 93,827.54** |

*** CHECK DATES 08/28/2026 - 10/28/2026 *** CENTRAL LAKE WATER & SEWER
BANK A CENTRAL LAKE CDD

| CHECK DATE | VEND# | .....INVOICE..... DATE | INVOICE | ...EXPENSED TO... YRMO | DPT ACCT# SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | ....CHECK..... AMOUNT | # |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 9/18/26 | 00093 | 9/14/26 | 33997 | 202609 | 300-15500-10000 | | | * | 4,642.50 | | |
| | | | FY27 GEN.LIAB/PUBLIC OFFC | | | | | | | | |
| | | 9/14/26 | 33997 | 202609 | 300-13100-10300 | | | * | 4,642.50 | | |
| | | | FY27 GEN.LIAB/PUBLIC OFFC | | | | | | | | |
| | | 9/14/26 | 33997 | 202609 | 300-15500-10000 | | | * | 21,206.00 | | |
| | | | FY27 PROPERTY INSURANCE | | | | | | | | |
| | | 9/14/26 | 33997 | 202609 | 300-13100-10300 | | | * | 21,206.00 | | |
| | | | FY27 PROPERTY INSURANCE | | | | | | | | |
| | | | | | | | EGIS INSURANCE & RISK ADVISORS | | | 51,697.00 | 002708 |
| 9/18/26 | 00001 | 9/01/26 | 257 | 202609 | 301-51300-34000 | | | * | 3,750.00 | | |
| | | | MANAGEMENT FEES SEPT26 | | | | | | | | |
| | | 9/01/26 | 257 | 202609 | 301-51300-34200 | | | * | 108.17 | | |
| | | | WEBSITE ADMIN SEPT26 | | | | | | | | |
| | | 9/01/26 | 257 | 202609 | 301-51300-34100 | | | * | 162.25 | | |
| | | | INFORMATION TECH SEPT26 | | | | | | | | |
| | | 9/01/26 | 257 | 202609 | 301-51300-51000 | | | * | 5.64 | | |
| | | | OFFICE SUPPLIES SEPT26 | | | | | | | | |
| | | 9/01/26 | 257 | 202609 | 301-51300-42000 | | | * | 146.81 | | |
| | | | POSTAGE SEPT26 | | | | | | | | |
| | | 9/01/26 | 257 | 202609 | 301-51300-49000 | | | * | 496.00 | | |
| | | | SEPT MTG ROOM RENTAL FEE | | | | | | | | |
| | | | | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 4,668.87 | 002709 |
| 9/18/26 | 00155 | 9/01/26 | 26-076 | 202608 | 300-13100-10300 | | | * | 450.00 | | |
| | | | FG WWTP FDEP PERMIT SERVS | | | | | | | | |
| | | | | | | | KEY ENGINEERING ASSOCIATES, INC. | | | 450.00 | 002710 |
| 9/18/26 | 00101 | 9/02/26 | 10013564 | 202608 | 302-53600-12000 | | | * | 719.53 | | |
| | | | LABOR SERVICES AUG26 | | | | | | | | |
| | | | | | | | MISSION INN RESORT & CLUB | | | 719.53 | 002711 |
| 9/18/26 | 00152 | 9/09/26 | 68896 | 202607 | 301-51300-31500 | | | * | 345.63 | | |
| | | | LH AGREE/TURNSTONE AGREE | | | | | | | | |
| | | 9/09/26 | 68896 | 202607 | 300-13100-10300 | | | * | 345.62 | | |
| | | | LH AGREE/TURNSTONE AGREE | | | | | | | | |
| | | | | | | | STONE & GERKEN P.A. | | | 691.25 | 002712 |
| 9/29/26 | 00148 | 9/03/26 | 347486 | 202608 | 302-53600-46300 | | | * | 3,026.25 | | |
| | | | WATER PLANT INSPECT AUG26 | | | | | | | | |
| | | 9/03/26 | 347486 | 202608 | 300-13100-10300 | | | * | 1,008.75 | | |
| | | | WATER PLANT INSPECT AUG26 | | | | | | | | |
| | | 9/03/26 | 347486 | 202608 | 302-53600-46300 | | | * | 4,305.75 | | |
| | | | SEWER PLANT INSPECT AUG26 | | | | | | | | |
| | | 9/03/26 | 347486 | 202608 | 300-13100-10300 | | | * | 1,435.25 | | |
| | | | SEWER PLANT INSPECT AUG26 | | | | | | | | |

| CHECK DATE | VEND# | .....INVOICE..... DATE | INVOICE | ...EXPENSED TO... YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | ....CHECK..... AMOUNT | # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 9/03/26 | 347486 INSTALL PUMP AT CLARIFIER | 202608 | 302 | 53600-46000 | | | | * | 3,600.00 | | |
| | | 9/03/26 | 347486 REPLC TRANSFORMER CONDOLS | 202608 | 302 | 53600-46000 | | | | * | 640.00 | | |
| | | | | | | | | | GENERAL UTILITIES | | | 14,016.00 | 002713 |
| 9/29/26 | 00002 | 9/28/26 | OSA14120 NOT. OF FY2027 MEETINGS | 202609 | 301 | 51300-48000 | | | | * | 218.56 | | |
| | | | | | | | | | ORLANDO SENTINEL | | | 218.56 | 002714 |
| 10/14/26 | 00005 | 10/01/26 | 94864 FY27 SPECIAL DISTRICT FEE | 202610 | 301 | 51300-54000 | | | | * | 175.00 | | |
| | | | | | | | | | FLORIDA COMMERCE | | | 175.00 | 002715 |
| 10/14/26 | 00001 | 10/01/26 | 258 MANAGEMENT FEES OCT26 | 202610 | 301 | 51300-34000 | | | | * | 3,937.50 | | |
| | | 10/01/26 | 258 WEBSITE ADMIN OCT26 | 202610 | 301 | 51300-34200 | | | | * | 113.58 | | |
| | | 10/01/26 | 258 INFORMATION TECH OCT26 | 202610 | 301 | 51300-34100 | | | | * | 170.33 | | |
| | | 10/01/26 | 258 OFFICE SUPPLIES OCT26 | 202610 | 301 | 51300-51000 | | | | * | 5.43 | | |
| | | 10/01/26 | 258 POSTAGE OCT26 | 202610 | 301 | 51300-42000 | | | | * | 141.72 | | |
| | | 10/01/26 | 258 COPIES OCT26 | 202610 | 301 | 51300-47000 | | | | * | 31.80 | | |
| | | | | | | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 4,400.36 | 002716 |
| 10/14/26 | 00086 | 9/30/26 | 070809-2 MOWING 07/01/26-09/30/26 | 202609 | 302 | 53600-46100 | | | | * | 483.00 | | |
| | | 9/30/26 | 070809-2 MOWING 07/01/26-09/30/26 | 202609 | 300 | 13100-10300 | | | | * | 1,932.00 | | |
| | | | | | | | | | JESUS G SANCHEZ | | | 2,415.00 | 002717 |
| 10/14/26 | 00155 | 10/01/26 | 26-086 OPERATOR STAFF/FDEPPERMIT | 202609 | 300 | 13100-10300 | | | | * | 4,725.00 | | |
| | | | | | | | | | KEY ENGINEERING ASSOCIATES, INC. | | | 4,725.00 | 002718 |
| 10/14/26 | 00101 | 10/02/26 | 10013688 LABOR SERVICES SEPT26 | 202609 | 302 | 53600-12000 | | | | * | 719.53 | | |
| | | | | | | | | | MISSION INN RESORT & CLUB | | | 719.53 | 002719 |
| 10/19/26 | 00148 | 10/03/26 | 347671 WATER PLANT INSPECT SEP26 | 202609 | 302 | 53600-46300 | | | | * | 1,398.75 | | |
| | | 10/03/26 | 347671 WATER PLANT INSPECT SEP26 | 202609 | 300 | 13100-10300 | | | | * | 466.25 | | |

*** CHECK DATES 08/28/2026 - 10/28/2026 *** CENTRAL LAKE WATER & SEWER
BANK A CENTRAL LAKE CDD

| CHECK DATE | VEND# | .....INVOICE..... DATE | INVOICE | ...EXPENSED TO... YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | ....CHECK..... AMOUNT | # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 10/03/26 | 347671 | 202609 | | 302-53600-46300 | | | | * | 4,481.25 | | |
| | | | SEWER PLANT INSPECT SEP26 | | | | | | | | | | |
| | | 10/03/26 | 347671 | 202609 | | 300-13100-10300 | | | | * | 1,493.75 | | |
| | | | SEWER PLANT INSPECT SEP26 | | | | | | | | | | |
| | | 10/03/26 | 347671 | 202609 | | 302-53600-52000 | | | | * | 1,052.46 | | |
| | | | CHLORINE-SODIUM SOLUTION | | | | | | | | | | |
| | | 10/03/26 | 347671 | 202609 | | 302-53600-52000 | | | | * | 38.98 | | |
| | | | QTY.2 JERRY JUG, CHLORINE | | | | | | | | | | |
| | | | | | | | | | GENERAL UTILITIES | | | 8,931.44 | 002720 |

TOTAL FOR BANK A 93,827.54

TOTAL FOR REGISTER 93,827.54

# SECTION 2

# *Central Lake*

## *Community Development District*

### *Unaudited Financial Reporting*

*September 30, 2026*

# Table of Contents


| | |
|---|---|
| 1 | Balance Sheet |
| 2-3 | Water & Sewer Income Statement |
| 4-5 | Water & Sewer Month to Month |
| 6 | Wholesale Sewer Revenue |
| 7-8 | Town of Howey-in-the-Hills Billing Summary |
| 9 | Water & Sewer Capital Reserve Fund |
| 10 | RAM Revenue Income Statement |
| 11 | RAM Revenue Month to Month |

# Central Lake

## Community Development District

### Balance Sheet

### September 30, 2026

| | Water & Sewer Fund | Water & Sewer Capital Reserve Fund | Reservation & Maintenance Fund | Totals Governmental Funds |
|---|---|---|---|---|
| **Assets:** | | | | |
| Cash - Wells Fargo Bank | $ 121,690 | $ - | $ 136,475 | $ 258,165 |
| Cash - Truist Bank | 93,000 | 5,000 | 2,000 | 100,000 |
| Accounts Receivable | 51,441 | - | 11,059 | 62,499 |
| State Board of Administration | 5,521,015 | - | 55,051 | 5,576,066 |
| Due from Other | 2,700 | - | - | 2,700 |
| Due from RAM | 8,617 | - | - | 8,617 |
| Due from THIH - Lot Closings | 12,829 | - | - | 12,829 |
| Due from THIH - Boondocks | 405 | - | - | 405 |
| Due from THIH - School | 503 | - | - | 503 |
| Due from THIH - Bishop's Gate | - | - | - | - |
| Due from Water & Sewer | - | 438,702 | - | 438,702 |
| Plant & Equipment | 217,180 | - | 295,291 | 512,471 |
| Accumulated Depreciation | (43,436) | - | (174,030) | (217,466) |
| Right to Use Lease Asset | 2,843,578 | - | - | 2,843,578 |
| A/A Right to Use Lease Asset | (309,085) | - | - | (309,085) |
| Prepaid Expenses | 25,849 | - | 25,849 | 51,697 |
| **Liabilities:** | | | | |
| Accounts Payable | $ 16,791 | $ - | $ - | $ 16,791 |
| Due to Water & Sewer | - | - | 8,617 | 8,617 |
| Due to Water & Sewer Capital Reserve | 438,702 | - | - | 438,702 |
| Due to RAM | - | - | - | - |
| Builder's Deposit | - | - | - | - |
| Deferred Revenue | 7,238 | - | - | 7,238 |
| Lease Payable | 607,183 | - | - | 607,183 |
| Lease Payable - Current | 123,474 | - | - | 123,474 |
| **Fund Balances:** | | | | |
| Invested in Capital Assets | $ - | $ - | $ (326,845) | $ (326,845) |
| Unreserved | 7,352,897 | 443,702 | 669,923 | 8,466,522 |
| Total Liabilities & Fund Equity | $ 8,546,286 | $ 443,702 | $ 351,694 | $ 9,341,682 |

# Central Lake

## Community Development District

### Water & Sewer Fund

### Statement of Revenues, Expenditures, and Changes in Fund Balance

### For The Period Ending September 30, 2026

| | Adopted Budget | Prorated Budget Thru 09/30/26 | Actual Thru 09/30/26 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Water Revenue | $ 276,395 | $ 276,395 | $ 239,323 | $ (37,072) |
| Sewer Revenue | 233,460 | 233,460 | 232,229 | (1,231) |
| Wholesale Sewer Revenue - Talichet/Venezia | 139,086 | 139,086 | 147,375 | 8,289 |
| Wholesale Sewer Revenue - Boondocks | 4,538 | 4,538 | 4,740 | 203 |
| Wholesale Sewer Revenue - ESE School | 4,500 | 4,500 | 4,242 | (258) |
| Wholesale Sewer Revenue - BishopsGate | 27,024 | 27,024 | 28,310 | 1,286 |
| Mission Inn Irrigation | 9,000 | 9,000 | 7,791 | (1,209) |
| Las Colinas HOA Irrigation | 32,500 | 32,500 | 57,572 | 25,072 |
| Miscellaneous Income | 1,500 | 1,500 | 5,165 | 3,665 |
| CIAC-Meter Fees | - | - | - | - |
| CIAC-Utility Expansion | 443,702 | 443,702 | 4,408,530 | 3,964,828 |
| Interest | 2,500 | 2,500 | 97,209 | 94,709 |
| **Total Revenues** | **$ 1,174,205** | **$ 1,174,205** | **$ 5,232,486** | **$ 4,058,281** |
| **Expenditures:** | | | | |
| ***Administrative:*** | | | | |
| Engineering Fees | $ 3,500 | $ 3,500 | $ 2,308 | $ 1,193 |
| Attorney Fees | 25,000 | 25,000 | 5,070 | 19,930 |
| Annual Audit | 3,350 | 3,350 | 3,350 | - |
| Management Fees | 45,000 | 45,000 | 45,000 | - |
| Information Technology | 1,947 | 1,947 | 1,947 | - |
| Website Maintenance | 1,298 | 1,298 | 1,298 | (0) |
| Telephone | 25 | 25 | - | 25 |
| Postage | 2,200 | 2,200 | 1,857 | 343 |
| Printing & Binding | 550 | 550 | 232 | 318 |
| Insurance | 4,834 | 4,834 | 4,319 | 515 |
| Legal Advertising | 2,500 | 2,500 | 3,306 | (806) |
| Office Supplies | 500 | 500 | 346 | 154 |
| Other Current Charges | 1,200 | 1,200 | - | 1,200 |
| Bank/ACH Fees | 3,500 | 3,500 | 3,150 | 350 |
| Property Taxes | 1,300 | 1,300 | 1,057 | 243 |
| Dues, Licenses & Subscriptions | 175 | 175 | 175 | - |
| **Total Administrative:** | **$ 96,879** | **$ 96,879** | **$ 73,414** | **$ 23,464** |

# Central Lake

## Community Development District

### Water & Sewer Fund

### Statement of Revenues, Expenditures, and Changes in Fund Balance

### For The Period Ending September 30, 2026

| | | | | |
|---|---|---|---|---|
| ***Operations & Maintenance*** | | | | |
| Property Insurance | $ 26,498 | $ 26,498 | $ 24,338 | $ 2,160 |
| Electric | 175,500 | 175,500 | 113,962 | 61,538 |
| Backup Fuel | 500 | 500 | - | 500 |
| Chemicals | 15,000 | 15,000 | 13,687 | 1,313 |
| Dues, Licenses & Subscriptions | 2,650 | 2,650 | 2,165 | 485 |
| Labor | 8,634 | 8,634 | 8,634 | (0) |
| Mowing | 2,250 | 2,250 | 2,248 | 2 |
| Plant Lease | 181,521 | 181,521 | 181,521 | - |
| Repairs & Maintenance | 45,000 | 45,000 | 110,871 | (65,871) |
| Sludge Pumping | 40,000 | 40,000 | - | 40,000 |
| Utility Maintenance | 105,170 | 105,170 | 70,946 | 34,225 |
| Capital Outlay | 30,901 | 30,901 | 27,350 | 3,551 |
| | | | | |
| ***Reserves*** | | | | |
| Capital Reserve Transfer | $ 443,702 | $ 443,702 | $ 443,702 | $ - |
| | | | | |
| | | | | |
| **Excess Revenues (Expenditures)** | $ 0 | | $ 4,159,648 | |
| **Fund Balance - Beginning** | $ - | | $ 3,193,249 | |
| **Fund Balance - Ending** | $ 0 | | $ 7,352,897 | |

# Central Lake

## Community Development District

### Water & Sewer Fund

### Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Revenues:** | | | | | | | | | | | | | |
| Water Revenue | $ 23,180 | $ 22,584 | $ 19,032 | $ 10,928 | $ 13,389 | $ 21,295 | $ 25,247 | $ 24,639 | $ 18,621 | $ 18,826 | $ 22,134 | $ 19,447 | $ 239,323 |
| Sewer Revenue | 19,355 | 19,355 | 19,355 | 19,355 | 19,355 | 19,401 | 19,355 | 19,355 | 19,355 | 19,325 | 19,355 | 19,311 | 232,229 |
| Wholesale Sewer Revenue - Talichet/Venezia | 11,647 | 11,647 | 11,647 | 11,647 | 12,478 | 12,478 | 12,478 | 12,478 | 12,478 | 12,769 | 12,799 | 12,829 | 147,375 |
| Wholesale Sewer Revenue - Boondocks | 378 | 378 | 378 | 378 | 392 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 4,740 |
| Wholesale Sewer Revenue - ESE School | 477 | 469 | 379 | 246 | 223 | 376 | 414 | 533 | 278 | 182 | 161 | 503 | 4,242 |
| Wholesale Sewer Revenue - BishopsGate | 6,756 | - | - | 21,554 | - | - | - | - | - | - | - | - | 28,310 |
| Mission Inn Irrigation | 906 | 1,031 | 535 | 325 | 294 | 652 | 549 | 646 | 623 | 627 | 704 | 900 | 7,791 |
| Las Colinas HOA Irrigation | 4,636 | 4,627 | 4,536 | 3,158 | 3,215 | 3,876 | 5,800 | 6,417 | 5,034 | 5,043 | 6,332 | 4,897 | 57,572 |
| Miscellaneous Income | 91 | 122 | 235 | 104 | 85 | 177 | 216 | - | 156 | 152 | 52 | 3,775 | 5,165 |
| CIAC-Meter Fees | - | - | - | - | - | - | - | - | - | - | - | - | - |
| CIAC-Utility Expansion | - | - | - | - | 50,925 | - | 581,280 | 514,500 | 5,250 | 2,133,075 | 1,123,500 | - | 4,408,530 |
| Interest | 11,982 | 10,985 | 10,878 | 4,917 | 3,176 | 3,517 | 3,654 | 5,277 | 5,150 | 5,607 | 14,303 | 17,764 | 97,209 |
| **Total Revenues** | **$ 79,407** | **$ 71,196** | **$ 66,974** | **$ 72,611** | **$ 103,531** | **$ 62,179** | **$ 649,398** | **$ 584,250** | **$ 67,349** | **$ 2,196,012** | **$ 1,199,746** | **$ 79,833** | **$ 5,232,486** |
| **Expenditures:** | | | | | | | | | | | | | |
| ***Administrative:*** | | | | | | | | | | | | | |
| Engineering Fees | $ - | $ - | $ - | $ - | $ - | $ - | $ 2,308 | $ - | $ - | $ - | $ - | $ - | $ 2,308 |
| Attorney Fees | - | - | 380 | 190 | 95 | 976 | 291 | 570 | 2,222 | 346 | - | - | 5,070 |
| Annual Audit | - | - | - | - | - | - | - | - | 3,350 | - | - | - | 3,350 |
| Management Fees | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 3,750 | 45,000 |
| Information Technology | 162 | 162 | 162 | 162 | 162 | 162 | 162 | 162 | 162 | 162 | 162 | 162 | 1,947 |
| Website Maintenance | 108 | 108 | 108 | 108 | 108 | 108 | 108 | 108 | 108 | 108 | 108 | 108 | 1,298 |
| Telephone | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Postage | 165 | 192 | 141 | 145 | 142 | 143 | 143 | 200 | 288 | 144 | 7 | 147 | 1,857 |
| Printing & Binding | 37 | - | - | - | - | - | 170 | 10 | 8 | 7 | 0 | - | 232 |
| Insurance | 4,319 | - | - | - | - | - | - | - | - | - | - | - | 4,319 |
| Legal Advertising | 580 | - | - | - | - | - | - | - | 240 | - | 2,268 | 219 | 3,306 |
| Office Supplies | 30 | 29 | 1 | 66 | 28 | 6 | 56 | 1 | 81 | 42 | 0 | 6 | 346 |
| Other Current Charges | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Bank/ACH Fees | 385 | 271 | 217 | 344 | 175 | 300 | 330 | - | 270 | 127 | 4 | 726 | 3,150 |
| Property Taxes | - | 1,057 | - | - | - | - | - | - | - | - | - | - | 1,057 |
| Dues, Licenses & Subscriptions | 175 | - | - | - | - | - | - | - | - | - | - | - | 175 |
| **Total Administrative:** | **$ 9,711** | **$ 5,571** | **$ 4,760** | **$ 4,765** | **$ 4,460** | **$ 5,445** | **$ 7,319** | **$ 4,801** | **$ 10,479** | **$ 4,686** | **$ 6,299** | **$ 5,117** | **$ 73,414** |

# Central Lake

## Community Development District

### Water & Sewer Fund

### Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***Operations & Maintenance*** | | | | | | | | | | | | | |
| Property Insurance | $ 24,338 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 24,338 |
| Electric | 14,081 | 11,609 | 8,917 | 9,524 | 10,808 | 8,697 | 10,113 | 7,748 | 9,107 | 9,397 | 6,797 | 7,164 | 113,962 |
| Backup Fuel | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Chemicals | 1,788 | 1,396 | 492 | 731 | 485 | 927 | 1,485 | 1,653 | 1,479 | 2,160 | - | 1,091 | 13,687 |
| Dues, Licenses & Subscriptions | - | - | - | - | - | - | - | - | - | 2,000 | 165 | - | 2,165 |
| Labor | 720 | 720 | 720 | 720 | 720 | 720 | 720 | 720 | 720 | 720 | 720 | 720 | 8,634 |
| Mowing | 79 | - | 483 | 79 | - | 483 | 79 | - | 483 | 79 | - | 483 | 2,248 |
| Plant Lease | 15,127 | 15,127 | 15,127 | 15,127 | 15,127 | 15,127 | 15,127 | 15,127 | 15,127 | 15,127 | 15,127 | 15,127 | 181,521 |
| Repairs & Maintenance | 10,673 | 9,649 | 1,096 | 57,850 | 300 | 2,023 | 14,271 | 2,120 | 2,075 | 6,400 | 4,415 | - | 110,871 |
| Sludge Pumping | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Utility Maintenance | 5,666 | 4,544 | 8,921 | 5,618 | 5,157 | 6,802 | 5,045 | 5,532 | 5,325 | 5,123 | 7,332 | 5,880 | 70,946 |
| Capital Outlay | 5,500 | - | - | - | 21,850 | - | - | - | - | - | - | - | 27,350 |
| **Total Operations & Maintenance:** | **$ 77,972** | **$ 43,044** | **$ 35,756** | **$ 89,649** | **$ 54,446** | **$ 34,778** | **$ 46,838** | **$ 32,899** | **$ 34,315** | **$ 41,005** | **$ 34,555** | **$ 30,465** | **$ 555,722** |
| ***Reserves*** | | | | | | | | | | | | | |
| Capital Reserve Transfer | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 443,702 | $ 443,702 |
| **Total Reserves** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 443,702** | **$ 443,702** |
| **Total Expenditures** | **$ 87,683** | **$ 48,615** | **$ 40,516** | **$ 94,414** | **$ 58,906** | **$ 40,223** | **$ 54,157** | **$ 37,700** | **$ 44,795** | **$ 45,691** | **$ 40,854** | **$ 479,284** | **$ 1,072,838** |
| **Excess Revenues (Expenditures)** | $ (8,275) | $ 22,581 | $ 26,459 | $ (21,803) | $ 44,625 | $ 21,955 | $ 595,240 | $ 546,550 | $ 22,555 | $ 2,150,321 | $ 1,158,892 | $ (399,451) | $ 4,159,648 |

# Central Lake

## Community Development District

### Wholesale Sewer Revenue

### Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Revenues:** | | | | | | | | | | | | | |
| Wholesale Sewer Revenue - Talichet/Venezia | $ 11,647 | $ 11,647 | $ 11,647 | $ 11,647 | $ 12,478 | $ 12,478 | $ 12,478 | $ 12,478 | $ 12,478 | $ 12,769 | $ 12,799 | $ 12,829 | $ 147,375 |
| Wholesale Sewer Revenue - Boondocks | 378 | 378 | 378 | 378 | 392 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 4,740 |
| Wholesale Sewer Revenue - ESE School | 477 | 469 | 379 | 246 | 223 | 376 | 414 | 533 | 278 | 182 | 161 | 503 | 4,242 |
| Wholesale Sewer Revenue - BishopsGate | 6,756 | - | - | 21,554 | - | - | - | - | - | - | - | - | 28,310 |
| **Total Revenues** | **$ 19,258** | **$ 12,493** | **$ 12,404** | **$ 33,825** | **$ 13,093** | **$ 13,260** | **$ 13,297** | **$ 13,417** | **$ 13,162** | **$ 13,357** | **$ 13,366** | **$ 13,737** | **$ 184,667** |

# Central Lake

## Community Development District

### Wholesale Sewer Revenue

| | Type | Date | Check# | Beginning Balance | Billing Usage | Payment Received | Balance |
|---|---|---|---|---|---|---|---|
| **Talichet/Venezia** | | | | | | | |
| | Beginning Balance | 10/01/25 | | $12,538.63 | | | $12,538.63 |
| | Payment - Sept.25 | 10/15/25 | 36843 | | | (12,538.63) | 0.00 |
| | October Billing | 10/20/25 | | | 11,646.56 | | 11,646.56 |
| | Payment - Oct.25 | 11/05/25 | 36873 | | | (11,646.56) | 0.00 |
| | November Billing | 11/19/25 | | | 11,646.56 | | 11,646.56 |
| | December Billing | 12/16/25 | | | 11,646.56 | | 23,293.12 |
| | Payment - Nov.25 | 12/22/25 | 36928 | | | (11,646.56) | 11,646.56 |
| | Payment - Dec.25 | 01/09/26 | 36977 | | | (11,646.56) | 0.00 |
| | January Billing | 01/15/26 | | | 11,646.56 | | 11,646.56 |
| | Payment - Jan.26 | 02/13/26 | 37040 | | | (11,646.56) | 0.00 |
| | February Billing | 02/22/26 | | | 12,478.16 | | 12,478.16 |
| | Payment - Feb.26 | 03/09/26 | 37089 | | | (12,478.16) | 0.00 |
| | March Billing | 03/17/26 | | | 12,478.16 | | 12,478.16 |
| | April Billing | 04/20/26 | | | 12,478.16 | | 24,956.32 |
| | Payment - Mar.26 | 04/30/26 | 37167 | | | (12,478.16) | 12,478.16 |
| | Payment - Apr.26 | 05/11/26 | 37225 | | | (12,478.16) | 0.00 |
| | May Billing | 05/15/26 | | | 12,478.16 | | 12,478.16 |
| | June Billing | 06/15/26 | | | 12,478.16 | | 24,956.32 |
| | Payment - May26 | 06/18/26 | 37292 | | | (12,478.16) | 12,478.16 |
| | Payment- Jun.26 | 07/10/26 | 37350 | | | (12,478.16) | 0.00 |
| | July Billing | 07/16/26 | | | 12,769.26 | | 12,769.26 |
| | Payment - Jul.26 | 08/14/26 | 37402 | | | (12,769.26) | 0.00 |
| | August Billing | 08/17/26 | | | 12,799.27 | | 12,799.27 |
| | Payment - Aug.26 | 09/11/26 | 37456 | | | (12,799.27) | 0.00 |
| | September Billing | 09/15/26 | | | 12,829.28 | | 12,829.28 |
| **Total Talichet/ Venezia** | | | | | | | |

| | Type | Date | Check# | Beginning Balance | Billing Usage | Payment Received | Balance |
|---|---|---|---|---|---|---|---|
| **Boondocks** | Beginning Balance | 10/01/25 | | $378.13 | | | $378.13 |
| | Payment - Sept.25 | 10/15/25 | 36843 | | | (378.14) | (0.01) |
| | October Billing | 10/20/25 | | | 378.14 | | 378.13 |
| | Payment - Oct.25 | 11/05/25 | 36873 | | | (378.14) | (0.01) |
| | November Billing | 11/19/25 | | | 378.14 | | 378.13 |
| | December Billing | 12/16/25 | | | 378.14 | | 756.27 |
| | Payment - Nov.25 | 12/22/25 | 36928 | | | (378.14) | 378.13 |
| | Payment - Dec.25 | 01/09/26 | 36977 | | | (378.14) | (0.01) |
| | January Billing | 01/15/26 | | | 378.14 | | 378.13 |
| | Payment - Jan.26 | 02/13/26 | 37040 | | | (378.14) | (0.01) |
| | February Billing | 02/22/26 | | | 391.64 | | 391.63 |
| | Payment - Feb.26 | 03/09/26 | 37089 | | | (391.64) | (0.01) |
| | March Billing | 03/17/26 | | | 405.14 | | 405.13 |
| | April Billing | 04/20/26 | | | 405.14 | | 810.27 |
| | Payment - Mar.26 | 04/30/26 | 37167 | | | (405.14) | 405.13 |
| | Payment - Apr.26 | 05/11/26 | 37225 | | | (405.14) | (0.01) |
| | May Billing | 05/15/26 | | | 405.14 | | 405.13 |
| | June Billing | 06/15/26 | | | 405.14 | | 810.27 |
| | Payment - May26 | 06/18/26 | 37292 | | | (405.14) | 405.13 |
| | Payment- Jun.26 | 07/10/26 | 37350 | | | (405.14) | (0.01) |
| | July Billing | 07/16/26 | | | 405.14 | | 405.13 |
| | Payment - Jul.26 | 08/14/26 | 37402 | | | (405.14) | (0.01) |
| | August Billing | 08/17/26 | | | 405.14 | | 405.13 |
| | Payment - Aug.26 | 09/11/26 | 37456 | | | (405.14) | (0.01) |
| | September Billing | 09/15/26 | | | 405.14 | | 405.13 |
| **Total Boondocks** | | | | **$378.13** | **$4,740.18** | **($4,713.18)** | **$405.13** |

# Central Lake

## Community Development District

### Wholesale Sewer Revenue

| | Type | Date | Check# | Beginning Balance | Billing Usage | Payment Received | Balance |
|---|---|---|---|---|---|---|---|
| **ESE School** | Beginning Balance | 10/01/25 | | $425.13 | | | $425.13 |
| | Payment - Sept.25 | 10/15/25 | 36843 | | | (425.13) | 0.00 |
| | October Billing | 10/20/25 | | | 476.89 | | 476.89 |
| | Payment - Oct.25 | 11/05/25 | 36873 | | | (476.89) | 0.00 |
| | November Billing | 11/19/25 | | | 468.58 | | 468.58 |
| | December Billing | 12/16/25 | | | 378.94 | | 847.52 |
| | Payment - Nov.25 | 12/22/25 | 36928 | | | (468.58) | 378.94 |
| | Payment - Dec.25 | 01/09/26 | 36977 | | | (378.94) | 0.00 |
| | January Billing | 01/15/26 | | | 245.61 | | 245.61 |
| | Payment - Jan.26 | 02/13/26 | 37040 | | | (245.61) | 0.00 |
| | February Billing | 02/22/26 | | | 223.28 | | 223.28 |
| | Payment - Feb.26 | 03/09/26 | 37089 | | | (223.28) | 0.00 |
| | March Billing | 03/17/26 | | | 376.38 | | 376.38 |
| | April Billing | 04/20/26 | | | 414.02 | | 790.40 |
| | Payment - Mar.26 | 04/30/26 | 37167 | | | (376.38) | 414.02 |
| | Payment - Apr.26 | 05/11/26 | 37225 | | | (414.02) | 0.00 |
| | May Billing | 05/15/26 | | | 533.32 | | 533.32 |
| | June Billing | 06/15/26 | | | 278.43 | | 811.75 |
| | Payment - May26 | 06/18/26 | 37292 | | | (533.32) | 278.43 |
| | Payment- Jun.26 | 07/10/26 | 37350 | | | (278.43) | 0.00 |
| | July Billing | 07/16/26 | | | 182.45 | | 182.45 |
| | Payment - Jul.26 | 08/14/26 | 37402 | | | (182.45) | 0.00 |
| | August Billing | 08/17/26 | | | 161.40 | | 161.40 |
| | Payment - Aug.26 | 09/11/26 | 37456 | | | (161.40) | 0.00 |
| | September Billing | 09/15/26 | | | 502.53 | | 502.53 |
| **Total ESE School** | | | | | | | |
| **Bishop's Gate** | Beginning Balance | 10/01/25 | | ($6,756.01) | | | ($6,756.01) |
| | Oct.25 - Dec.25 Billing | 10/01/25 | 36658 | | $6,756.01 | | $0.00 |
| | Jan.26 - Sept.26 Billing | 01/15/26 | | | $21,554.44 | | $21,554.44 |
| | Payment | 02/20/26 | 37042 | | | ($23,155.20) | ($1,600.76) |
| | Payment | 02/20/26 | 37071 | | | ($5,637.65) | ($7,238.41) |
| **Total Bishop's Gate** | | | | **($6,756.01)** | **$28,310.45** | **($28,792.85)** | **($7,238.41)** |
| **TOTAL** | | | | **$6,585.88** | **$184,667.31** | **($184,754.66)** | **$6,498.53** |

# Central Lake

## Community Development District

### Water & Sewer Capital Reserve Fund

### Statement of Revenues, Expenditures, and Changes in Fund Balance

### For The Period Ending September 30, 2026

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Transfer In | $ 443,702 | $ 443,702 | $ 443,702 | $ - |
| Interest | 90,000 | 90,000 | - | (90,000) |
| **Expenditures:** | | | | |
| Capital Outlay | $ 100,000 | $ 100,000 | $ - | $ 100,000 |
| **Excess Revenues (Expenditures)** | $ 433,702 | | $ 443,702 | |
| **Fund Balance - Beginning** | $ 3,228,039 | | $ - | |
| **Fund Balance - Ending** | $ 3,661,741 | | $ 443,702 | |

# Central Lake

## Community Development District

### Reservation & Maintenance Fund

### Statement of Revenues, Expenditures, and Changes in Fund Balance

### For The Period Ending September 30, 2026

| | | | | |
|---|---|---|---|---|
| **Revenues:** | | | | |
| RAM Sewer Revenue | $ 260,712 | $ 260,712 | $ 267,526 | $ 6,814 |
| Miscellaneous Revenue | - | - | 1,182 | 1,182 |
| Interest | 2,400 | 2,400 | 2,114 | (286) |
| **Expenditures:** | | | | |
| ***Administrative*** | | | | |
| Engineering Fees | $ - | $ - | $ 66,366 | $ (66,366) |
| Attorney Fees | 25,000 | 25,000 | 6,624 | 18,376 |
| Postage | 150 | 150 | 15 | 135 |
| Insurance | 4,834 | 4,834 | 4,319 | 515 |
| Other Current Charges | 500 | 500 | - | 500 |
| Property Taxes | 1,300 | 1,300 | 1,057 | 243 |
| ***Operations & Maintenance*** | | | | |
| Property Insurance | $ 26,498 | $ 26,498 | $ 24,338 | $ 2,160 |
| Mowing | 8,995 | 8,995 | 8,992 | 3 |
| Operating Supplies | 7,500 | 7,500 | - | 7,500 |
| Permits | 5,000 | 5,000 | 5,000 | - |
| Refuse Service | 900 | 900 | 717 | 183 |
| Repairs & Maintenance | 26,000 | 26,000 | 10,480 | 15,520 |
| Utility Maintenance | 32,763 | 32,763 | 23,649 | 9,115 |
| Capital Outlay | 123,673 | 123,673 | 21,578 | 102,095 |
| **Excess Revenues (Expenditures)** | $ | | $ 97,688 | |
| **Fund Balance - Beginning** | $ - | | $ 572,234 | |
| **Fund Balance - Ending** | $ - | | $ 669,923 | |

# Central Lake

## Community Development District

### Reservation & Maintenance Fund

### Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Revenues:** | | | | | | | | | | | | | |
| RAM Sewer Revenue | $ 21,708 | $ 21,708 | $ 21,708 | $ 21,708 | $ 22,467 | $ 21,766 | $ 21,766 | $ 21,766 | $ 21,869 | $ 27,052 | $ 22,004 | $ 22,004 | $ 267,526 |
| Miscellaneous Revenue | 119 | 86 | 199 | 302 | - | 113 | 195 | 65 | 60 | 11 | 0 | 32 | 1,182 |
| Interest | 193 | 181 | 180 | 176 | 158 | 175 | 170 | 175 | 171 | 178 | 179 | 177 | 2,114 |
| **Expenditures:** | | | | | | | | | | | | | |
| ***Administrative*** | | | | | | | | | | | | | |
| Engineering Fees | $ 11,207 | $ 225 | $ 6,201 | $ 2,025 | $ 950 | $ 25,127 | $ 4,950 | $ 4,188 | $ 4,068 | $ 2,250 | $ 450 | $ 4,725 | $ 66,366 |
| Attorney Fees | 665 | 190 | 1,140 | 855 | 583 | 556 | 291 | 665 | 1,333 | 346 | - | - | 6,624 |
| Postage | - | - | 13 | - | - | - | - | - | 1 | 1 | - | - | 15 |
| Insurance | 4,319 | - | - | - | - | - | - | - | - | - | - | - | 4,319 |
| Other Current Charges | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Property Taxes | - | 1,057 | - | - | - | - | - | - | - | - | - | - | 1,057 |
| ***Operations & Maintenance*** | | | | | | | | | | | | | |
| Property Insurance | $ 24,338 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 24,338 |
| Mowing | 316 | - | 1,932 | 316 | - | 1,932 | 316 | - | 1,932 | 316 | - | 1,932 | 8,992 |
| Operating Supplies | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Permits | - | - | - | - | - | - | - | 5,000 | - | - | - | - | 5,000 |
| Refuse Service | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 717 |
| Repairs & Maintenance | - | - | - | - | - | - | - | 4,980 | - | 5,500 | - | - | 10,480 |
| Utility Maintenance | 1,889 | 1,515 | 2,974 | 1,873 | 1,719 | 2,267 | 1,682 | 1,844 | 1,775 | 1,708 | 2,444 | 1,960 | 23,649 |
| Capital Outlay | - | - | - | 18,078 | 3,500 | - | - | - | - | - | - | - | 21,578 |
| **Excess Revenues (Expenditures)** | $ (20,773) | $ 18,929 | $ 9,768 | $ (1,020) | $ 15,814 | $ (7,889) | $ 14,833 | $ 5,270 | $ 12,931 | $ 17,061 | $ 19,229 | $ 13,536 | $ 97,688 |