

Greenway Improvement District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900

www.greenwayid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Greenway Improvement District ("District"), scheduled to be held at **2:30 p.m. on Tuesday, June 21, 2022, at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

District Staff, please use the following information to join via computer or the conference line:

Phone: 1-844-621-3956 Computer: pfmgroup.webex.com Participant Code: 796 580 192#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the May 17, 2022, Board of Supervisors' Meeting**

Business Matters

- 2. **Review and Acceptance of Fiscal Year 2021 Audit Draft**
- 3. **Consideration of OUC Streetlight Agreement Transfers**
 - a) Centerline
 - b) Landon House
 - c) Laureate Blvd at Unit 1C
 - d) Nemours Parkway Phase 7
 - e) Pixon
 - f) Tavistock Lakes Blvd Cobra
- 4. **Ratification of Requisition Nos. 721 – 722 Paid in May 2022 in an amount totaling \$314.75**
- 5. **Ratification of Operation and Maintenance Expenditures Paid in May 2022 in an amount totaling \$77,872.38**
- 6. **Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
- 7. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

- A. Staff Reports
 - 1. District Counsel
 - 2. District Manager
 - 3. District Engineer
 - 4. Construction Supervisor
 - 5. Landscape Supervisor
 - 6. Irrigation Supervisor
- B. Supervisor Requests

Adjournment



GREENEWAY IMPROVEMENT DISTRICT

**Minutes of the May 17, 2022
Board of Supervisors' Meeting**

GREENWAY IMPROVEMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

Roll Call to Confirm a Quorum

The Board of Supervisors' Meeting for the Greenway Improvement District was called to order on Tuesday, May 17, 2022, at 2:30 p.m. at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

Present:

Chad Tinetti	Chairperson
Amanda Kost	Assistant Secretary
Antoinette Munroe	Assistant Secretary

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	
Amanda Lane	PFM	(via phone)
Tucker Mackie	Kutak Rock	
Jeff Newton	Donald W. McIntosh Associates	
Larry Kaufmann	Construction Supervisor & Construction Committee Member	
Scott Thacker	District Landscape Supervisor	
Matt McDermott	Construction Committee Member	
Aaron Wilbanks	Berman	

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Walden asked for any public comments. She noted there were no public comments.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the April 19, 2022, Board of Supervisors' Meeting

The Board reviewed the minutes of the April 19, 2022, Board of Supervisors' Meeting.

On Motion by Ms. Kost, second by Ms. Munroe, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Minutes of the April 19, 2022, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Letter from Supervisor of Elections – Orange County

Ms. Walden explained that the District is required to state the number of registered voters on the record. As of April 15, 2022, there are 4,578 registered voters. No action is required.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-02, General Election

The Board reviewed Resolution 2022-02. Ms. Walden explained that Seat 2, currently held by Chad Tinetti, and Seat 3, currently held by Amanda Kost, are up for election through the General Election this November. Included as an exhibit is the ad that will be placed noting the qualifying period for candidates with the Orange County Supervisor of Elections. Ms. Mackie added that between June 13, 2022, and June 17, 2022, candidates must physically go to the Orange County Supervisor of Elections office to qualify.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2022-02, General Election.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2022-03, Approving a Preliminary Budget for Fiscal Year 2023 and Setting a Public Hearing Date

Ms. Walden explained that the preliminary budgets are listed as an exhibit to the Resolution. For the O&M portion, District staff is suggesting approving expenses of \$647,919.38 with assessments remaining the same at \$539,954.71 and utilizing a carryforward of \$107,264.67. As a reminder, the District is approving the overall budget and the line items can be adjusted prior to the final budget being adopted. Ms. Walden notated that, along with approving the preliminary budget, District staff is also suggesting August 16, 2022, at 2:30 p.m. at the Courtyard by Marriott Orlando Lake Nona for the public hearing.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2022-03, Approving a Preliminary Budget for Fiscal Year 2023 and Setting a Public Hearing Date for August 16, 2022, at 2:30 p.m. at the Courtyard by Marriott Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, FL 32827.

SEVENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 719 – 720 paid in April 2022 in an amount totaling \$653.50

The Board reviewed Requisition Nos. 719 – 720 paid in April 2022 in an amount totaling \$653.50. Ms. Walden noted these have been approved and need to be ratified by the Board.

On Motion by Ms. Kost, second by Ms. Munroe, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Requisition Nos. 719 – 720 paid in April 2022 in an amount totaling \$653.50.

EIGHTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in April 2022 in an amount totaling \$24,694.59

The Board reviewed Operation and Maintenance Expenditures paid in April 2022 in an amount totaling \$24,694.59. Ms. Walden noted these have been approved and need to be ratified by the Board.

On Motion by Ms. Kost, second by Ms. Munroe, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Operation and Maintenance Expenditures Paid in April 2022 in an amount totaling \$24,694.59.

NINTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann stated there were no Work Authorizations.

TENTH ORDER OF BUSINESS

Review of District's Financial Position and Budget to Actual YTD

Ms. Walden noted the District's Financial Statements are updated through April 30, 2022, with total expenses of \$318,000.00 vs. a budget of \$613,000.00. That equates to approximately 52% of the budget being spent. No action is required by the Board.

ELEVENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – Ms. Walden noted the next meeting is scheduled for Tuesday, June 21, 2022.

District Engineer – No Report

Construction Supervisor – No Report

District Landscape Supervisor – Mr. Thacker explained that he will be transitioning out of his role over the next couple of months but will be bringing Mr. Aaron Wilbanks, the Berman Landscape Manager, up to speed on District items. Ms. Mackie added that she will check the Personnel Leasing Agreement to see if it needs to be updated regarding naming a replacement for Mr. Thacker, and if so it will be brought back before the Board.

TWELFTH ORDER OF BUSINESS

Supervisor Requests & Adjournment

There were no Supervisor requests, so Ms. Walden requested a motion to adjourn.

On Motion by Ms. Kost, second by Ms. Munroe, with all in favor, the May 17, 2022, Meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

GREENEWAY IMPROVEMENT DISTRICT

Fiscal Year 2021 Audit Draft

Greeneway Improvement District

ANNUAL FINANCIAL REPORT

September 30, 2021

Greeneway Improvement District
ANNUAL FINANCIAL REPORT
Fiscal Year Ended September 30, 2021

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Greenway Improvement District
Orlando, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Greenway Improvement District as of and for the year ended September 30, 2021, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Supervisors
Greenway Improvement District

Opinion

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, and each major fund of Greenway Improvement District as of September 30, 2021, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Governmental accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires 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 do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June XX, 2022 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Greenway Improvement District's internal control over financial reporting and compliance.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June XX, 2022

**Greenway Improvement District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

Management's discussion and analysis of Greenway Improvement District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Greenway Improvement District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual**, is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2021.

- ◆ The District's total assets were exceeded by total liabilities by \$(24,712,754) (net position). Restricted net position was \$10,620,078 and unrestricted net position for Governmental Activities was \$(35,332,832).
- ◆ Governmental activities revenues totaled \$22,129,885 while governmental activities expenses totaled \$3,673,108.

**Greenway Improvement District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

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

Net Position

	Governmental Activities	
	2021	2020
Current assets	\$ 374,140	\$ 1,010,646
Restricted assets	14,973,458	4,603,829
Capital assets, net	6,080,592	5,969,370
Total Assets	<u>21,428,190</u>	<u>11,583,845</u>
Current liabilities	11,919,425	2,853,562
Non-current liabilities	34,221,519	51,899,814
Total Liabilities	<u>46,140,944</u>	<u>54,753,376</u>
Net investment in capital assets	-	(318,460)
Restricted net position	10,620,078	-
Net position - unrestricted	(35,332,832)	(42,851,071)
Total Net Position	<u>\$ (24,712,754)</u>	<u>\$ (43,169,531)</u>

The decrease in current assets is mainly related to the decrease in due from other governments for a completed capital project in the prior year.

The increase in restricted assets was related to significant prepayments in the current year.

The increase in current liabilities was primarily the result of a debt service payment due next year.

The decrease in non-current liabilities was primarily the result of principal payments in the current year and the principal payment due next year.

The increase in net position is mainly the result of prepayments received in the current year.

**Greenway Improvement District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

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

Change in Net Position

	Governmental Activities	
	2021	2020
Program Revenues		
Charges for services	\$ 22,059,972	\$ 4,439,846
Grants and contributions	48,406	59,419
General Revenues		
Investment earnings	1,637	8,673
Gain on sale of assets	19,870	-
Miscellaneous	-	34,192
Total Revenues	<u>22,129,885</u>	<u>4,542,130</u>
Expenses		
General government	172,971	140,762
Physical environment	828,017	761,958
Interest and other charges	2,672,120	2,753,080
Total Expenses	<u>3,673,108</u>	<u>3,655,800</u>
Conveyance of capital assets	<u>-</u>	<u>(7,398,681)</u>
Change in Net Position	18,456,777	(6,512,351)
Net Position - Beginning of Year	<u>(43,169,531)</u>	<u>(36,657,180)</u>
Net Position - End of Year	<u>\$ (24,712,754)</u>	<u>\$ (43,169,531)</u>

The increase in charges for services is due to the increase in debt service assessments prepayments received in the current year.

The increase in general government is related to the increase in engineering and legal fees in the current year.

The increase in physical environment is related to the increase in landscape maintenance, reclaimed water, plant replacement and leased employee expenses in the current year.

The decrease in conveyances in the current year is related to the completion of a major road improvement project that was conveyed to another governmental entity in the prior year.

**Greenway Improvement District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2021 and 2020.

Description	Governmental Activities	
	2021	2020
Land and improvements	\$ 276,871	\$ 306,675
Construction in progress	4,285,742	4,013,542
Improvements other than buildings	1,967,613	1,967,613
Accumulated depreciation	(449,634)	(318,460)
Total Capital Assets	<u>\$ 6,080,592</u>	<u>\$ 5,969,370</u>

The activity for the year consisted of \$272,200 in additions to construction in progress, \$29,804 of land sold to other governments and \$131,174 in depreciation.

General Fund Budgetary Highlights

Actual governmental expenditures were less than final budgeted amounts primarily due to lower streetlight and reserve expenditures than were anticipated.

The General Fund budget was amended for reclaimed water, irrigation and landscaping costs that were more than originally anticipated.

Debt Management

Governmental Activities debt includes the following:

- ◆ In April 2013, the District issued \$55,750,000 Series 2013 Special Assessment Revenue Bonds. The bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. The balance outstanding at September 30, 2021 was \$45,865,000.
- ◆ In November 2018, the District issued a not-to-exceed \$24,000,000 Bond Anticipation Note. The Note was issued to fund a portion of the Series 2018 Project. The note was fully redeemed as of September 30, 2021.

**Greeneway Improvement District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

Greeneway Improvement District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2022.

Request for Information

The financial report is designed to provide a general overview of Greeneway Improvement District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Greeneway Improvement District, PFM Group Consulting, LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

Greeneway Improvement District
STATEMENT OF NET POSITION
September 30, 2021

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 345,899
Investments	1,521
Accounts receivable	2,720
Special assessments receivable	18,970
Accrued interest receivable	61
Deposits	1,626
Prepaid expenses	3,343
Total Current Assets	<u>374,140</u>
Non-current Assets	
Restricted assets	
Cash and investments	14,973,458
Capital assets, not being depreciated	
Land and improvements	276,871
Construction in progress	4,285,742
Capital assets, being depreciated	
Improvements other than buildings	1,967,613
Less: accumulated depreciation	<u>(449,634)</u>
Total Non-current Assets	<u>21,054,050</u>
Total Assets	<u>21,428,190</u>
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	36,995
Contracts and retainage payable	2,890
Due to other governmental units	10,131
Bonds payable	10,890,000
Accrued interest payable	979,409
Total Current Liabilities	<u>11,919,425</u>
Non-current liabilities	
Bonds payable, net	<u>34,221,519</u>
Total Liabilities	<u>46,140,944</u>
NET POSITION	
Restricted for debt service	10,620,078
Unrestricted	<u>(35,332,832)</u>
Total Net Position	<u><u>\$ (24,712,754)</u></u>

See accompanying notes to financial statements.

Greenway Improvement District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues			Net (Expense)
		Charges for	Operating	Capital	Revenue and
		Services	Grants and	Grants and	Changes in
			Contributions	Contributions	Net Position
					Governmental
					Activities
Governmental Activities					
General government	\$ (172,971)	\$ 520,336	\$ 26,818	\$ -	\$ 374,183
Physical environment	(828,017)	394,602	20,338	1,250	(411,827)
Interest and other charges	(2,672,120)	21,145,034	-	-	18,472,914
Total Governmental Activities	<u>\$ (3,673,108)</u>	<u>\$ 22,059,972</u>	<u>\$ 47,156</u>	<u>\$ 1,250</u>	<u>18,435,270</u>
General Revenues					
Gain on sale of assets					19,870
Investment earnings					1,637
Total General Revenues					<u>21,507</u>
Change in Net Position					18,456,777
Net Position - October 1, 2020					(43,169,531)
Net Position - September 30, 2021					<u>\$ (24,712,754)</u>

See accompanying notes to financial statements.

**Greenway Improvement District
BALANCE SHEET -
GOVERNMENTAL FUNDS
September 30, 2021**

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 338,824	\$ -	\$ 7,075	\$ 345,899
Investments	1,521	-	-	1,521
Accounts receivable	-	-	2,720	2,720
Special assessments receivable	3,279	15,691	-	18,970
Accrued interest receivable	-	58	3	61
Prepaid expenses	3,343	-	-	3,343
Deposits	1,626	-	-	1,626
Restricted assets				
Cash and investments, at fair value	-	14,304,826	668,632	14,973,458
Total Assets	\$ 348,593	\$14,320,575	\$ 678,430	\$15,347,598
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable and accrued liabilities	\$ 36,995	\$ -	\$ -	\$ 36,995
Contracts and retainage payable	-	-	2,890	2,890
Due to other governments	10,131	-	-	10,131
Total Liabilities	47,126	-	2,890	50,016
Fund Balances				
Nonspendable - deposits/prepays	4,969	-	-	4,969
Restricted for debt service	-	14,320,575	-	14,320,575
Restricted for capital projects	-	-	675,540	675,540
Unassigned	296,498	-	-	296,498
Total Fund Balances	301,467	14,320,575	675,540	15,297,582
Total Liabilities and Fund Balances	\$ 348,593	\$14,320,575	\$ 678,430	\$15,347,598

See accompanying notes to financial statements.

Greeneway Improvement District
**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
 TO NET POSITION OF GOVERNMENTAL ACTIVITIES**
September 30, 2021

Total Governmental Fund Balances	\$ 15,297,582
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, land, \$276,871, construction in progress, \$4,285,742, and improvements other than buildings, \$1,967,613, net of accumulated depreciation, \$(449,634), are not current financial resources and therefore, are not reported at the governmental fund level.	6,080,592
Long-term liabilities, including bonds payable, \$(45,865,000), net of bond discounts, net, \$753,481, are not due and payable in the current period and therefore, are not reported at the fund level.	(45,111,519)
Accrued interest expense for long-term debt is not a current financial use, and therefore, is not reported at the governmental fund level.	<u>(979,409)</u>
Net Position of Governmental Activities	<u><u>\$ (24,712,754)</u></u>

See accompanying notes to financial statements.

Greenway Improvement District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
For the Year Ended September 30, 2021

	General	Debt Service	Capital Projects	Total Governmental Funds
REVENUES				
Special assessments	\$ 914,938	\$21,145,034	\$ -	\$22,059,972
Developer contributions	48,989	-	2,281	51,270
Interest income	681	928	28	1,637
Total Revenues	<u>964,608</u>	<u>21,145,962</u>	<u>2,309</u>	<u>22,112,879</u>
EXPENDITURES				
Current				
General government	172,971	-	-	172,971
Physical environment	696,843	-	-	696,843
Capital outlay	-	-	272,200	272,200
Debt service				
Principal	-	8,966,570	-	8,966,570
Interest	-	2,786,901	-	2,786,901
Total Expenditures	<u>869,814</u>	<u>11,753,471</u>	<u>272,200</u>	<u>12,895,485</u>
Excess revenues over/(under) expenditures	<u>94,794</u>	<u>9,392,491</u>	<u>(269,891)</u>	<u>9,217,394</u>
Other Financing Sources/(uses)				
Transfers in	15,000	-	174	15,174
Transfers out	-	(174)	(15,000)	(15,174)
Proceeds from sale of assets	49,674	-	-	49,674
Issuance of bond anticipation note	-	404,953	643,385	1,048,338
Total Other Financing Sources/(Uses)	<u>64,674</u>	<u>404,779</u>	<u>628,559</u>	<u>1,098,012</u>
Net Change in Fund Balances	<u>159,468</u>	<u>9,797,270</u>	<u>358,668</u>	<u>10,315,406</u>
Fund Balances - October 1, 2020	<u>141,999</u>	<u>4,523,305</u>	<u>316,872</u>	<u>4,982,176</u>
Fund Balances - September 30, 2021	<u>\$ 301,467</u>	<u>\$14,320,575</u>	<u>\$ 675,540</u>	<u>\$15,297,582</u>

Greeneway Improvement District
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
 AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
 TO THE STATEMENT OF ACTIVITIES**
For the Year Ended September 30, 2021

Net Change in Fund Balances - Total Governmental Funds	\$ 10,315,406
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures; however, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount that capital outlay, \$272,200, and gain on sale of assets, \$19,870, less proceeds, \$(49,674) exceeded depreciation, \$(131,174), in the current period.	111,222
Repayments of bond principal are expenditures in the governmental funds, but the repayments reduce long-term liabilities in the Statement of Net Position.	8,966,570
Bond anticipation note proceeds are reflected as an other financing source at the fund level, however, they are reflected as an addition to liabilities at the government-wide level.	(1,048,338)
Unavailable revenues are recognized as a deferred inflow at the fund level. However, at the government-wide level revenue is recognized when earned.	(2,864)
Governmental funds report bond discounts as expenditures. However, in the Statement of Activities, the cost is allocated as amortization expense.	(34,937)
In the Statement of Activities, interest is accrued on outstanding bonds; whereas in governmental funds, interest expenditures are reported when due. This is the net amount between the prior year and current year accruals.	149,718
Change in Net Position of Governmental Activities	<u>\$ 18,456,777</u>

See accompanying notes to financial statements.

Greenway Improvement District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
For the Year Ended September 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 911,168	\$ 911,168	\$ 914,938	\$ 3,770
Developer contributions	-	-	48,989	48,989
Interest income	10,000	10,000	681	(9,319)
Total revenues	<u>921,168</u>	<u>921,168</u>	<u>964,608</u>	<u>43,440</u>
Expenditures				
Current				
General government	146,600	152,010	172,971	(20,961)
Physical environment	<u>774,568</u>	<u>769,158</u>	<u>696,843</u>	<u>72,315</u>
Total Expenditures	<u>921,168</u>	<u>921,168</u>	<u>869,814</u>	<u>51,354</u>
Excess revenues over/(under) expenditures	<u>-</u>	<u>-</u>	<u>94,794</u>	<u>94,794</u>
Other Financing Sources/(Uses)				
Proceeds from sale of assets	-	-	49,674	49,674
Transfers in	<u>-</u>	<u>-</u>	<u>15,000</u>	<u>15,000</u>
Total Other Financing Sources/(Uses)	<u>-</u>	<u>-</u>	<u>64,674</u>	<u>64,674</u>
Net Change in Fund Balances	-	-	159,468	159,468
Fund Balances - October 1, 2020	<u>-</u>	<u>-</u>	<u>141,999</u>	<u>141,999</u>
Fund Balances - September 30, 2021	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 301,467</u>	<u>\$ 301,467</u>

See accompanying notes to financial statements.

**Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Greenway Improvement District (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established, as a Community Development District, in 2003, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance 2003022470 of the City Council of Orlando, Florida. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or without the boundaries of the Greenway Improvement District. The District is governed by a five-member Board of Supervisors who are elected for four year terms. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Greenway Improvement District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board Statement Number 61, The Financial Reporting Entity, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

**Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues include charges for services, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

**Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District has implemented the Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by the state constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

**Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of "available spendable resources". Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – Accounts for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund – The Capital Projects Fund accounts for the financial resources to be used in the acquisition or construction of major infrastructure within the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as special assessment bonds, be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash equivalents include time deposits and certificates of deposit with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

**Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities and Net Position or Equity (Continued)

b. Restricted Assets

Certain net position of the District are classified as restricted assets on the Statement of Net Position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted assets, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which include land and improvements, construction in progress, and improvements other than buildings, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Improvements other than buildings 15 years

d. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget variance columns of the accompanying financial statements may occur.

e. Bond Discounts

Bond discounts associated with the issuance of bonds are amortized over the life of the bonds using the straight-line method of accounting.

**Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities and Net Position or Equity (Continued)

f. Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position that applies to a future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until then. The District only has one item that qualifies for reporting in this category. Unavailable revenues are reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that amounts become available.

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

"Total fund balances" of the District's governmental funds, \$15,297,582, differs from "net position" of governmental activities, \$(24,712,754), reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the governmental fund balance sheet. The effect of the differences is illustrated as follows.

Capital related items

When capital assets (that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the statement of net position included those capital assets among the assets of the District as a whole.

Land	\$ 276,871
Construction in progress	4,285,742
Improvements other than buildings	1,967,613
Less: accumulated depreciation	(449,634)
Total	<u>\$ 6,080,592</u>

Long-term debt transactions

Long-term liabilities applicable to the District's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position.

Balances at September 30, 2021 were:

Bonds payable	\$ (45,865,000)
Bond discount, net	753,481
Total	<u>\$ (45,111,519)</u>

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position (Continued)

Accrued interest

Accrued liabilities in the Statement of Net Position differ from the amount reported in governmental funds due to accrued interest on bonds.

Accrued interest	\$ <u>(979,409)</u>
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2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The "net change in fund balances" for government funds, \$10,315,406, differs from the "change in net position" for governmental activities, \$18,456,777, reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below.

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, the cost of those assets are capitalized at the government wide level and allocated over their estimated useful lives and reported as depreciation. As a result, fund balances decrease by the amount of financial resources expended, whereas, net position changes by the amount of capital additions net of any depreciation charged for the year.

Capital outlay	\$ 272,200
Sale of assets	(29,804)
Depreciation	<u>(131,174)</u>
Total	<u>\$ 111,222</u>

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities (Continued)

Long-term debt transactions

Repayments of bond principal are reported as an expenditure in the governmental funds and, thus, have the effect of reducing fund balance because current financial resources have been used.

Debt principal payments	\$ 8,966,570
Proceeds from bond anticipation note payable	(1,048,338)
Bond discount amortization	(34,937)
Total	<u>\$ 7,883,295</u>

Some expenses reported in the Statement of Activities do not require the use of current financial resources, therefore, are not reported as expenditures in governmental funds.

Net change in accrued interest payable	<u>\$ 149,718</u>
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Deferred inflows of resources

Unavailable revenues are recognized as deferred inflows of resources at the fund level. Revenues are recognized when earned at the government-wide level.

Unavailable revenues	<u>\$ (2,864)</u>
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Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2021, the District's bank balance was \$373,767 and the carrying value was \$345,899. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

As of September 30, 2021, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturities</u>	<u>Fair Value</u>
Money Market Account - Managed	N/A	\$ 14,973,458
Florida PRIME	49 Days*	1,521
Total		<u>\$ 14,974,979</u>

*Weighted Average Maturity

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted prices for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, Managed Money Market Funds are Level 1 assets.

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Investments

The District's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes. The investment in Florida PRIME is measured at amortized cost. Florida PRIME has established policies and guidelines regarding participant transactions and the authority to limit or restrict withdrawals or impose a penalty for an early withdrawal. As of September 30, 2021, there were no redemption fees, maximum transaction amounts, or any other requirement that would limit daily access to 100 percent of the account value.

Interest Rate Risk

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

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2021, the District's investments in Florida PRIME were rated AAAM by Standards & Poor's. The Managed Money Market Funds are not rated by any nationally recognized agency.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investment in the Managed Money Markets Funds are approximately 99% of the District's total investments. The investments in Florida PRIME are less than one percent of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2021 were typical of these items during the fiscal year then ended.

The District considers any decline in fair value for certain investments to be temporary.

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE D – SPECIAL ASSESSMENT REVENUES

Assessments are non-ad valorem assessments on all assessable property within the District. Assessments are levied to pay for the operations and maintenance and debt service of the District. Operations and maintenance assessments are levied on an annual basis and debt service assessments are levied at the issuance of bonds and certified for collection on an annual basis. The fiscal year for which annual assessments are levied begins October 1 and, if collected using the Uniform Method of Collection, with the discounts available for payments through February 28 and become delinquent on April 1. Alternatively, the District adopts a resolution provided for the collection dates and directly collects the assessments.

NOTE E – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2021 was as follows:

	Balance October 1, 2020	Additions	Deletions	Balance September 30, 2021
<u>Governmental Activities:</u>				
Capital assets, not being depreciated:				
Land and improvements	\$ 306,675	\$ -	\$ (29,804)	\$ 276,871
Construction in progress	4,013,542	272,200	-	4,285,742
Total Capital Assets, Not Depreciated	<u>4,320,217</u>	<u>272,200</u>	<u>(29,804)</u>	<u>4,562,613</u>
Capital assets, being depreciated:				
Improvements other than buildings	<u>1,967,613</u>	<u>-</u>	<u>-</u>	<u>1,967,613</u>
Less accumulated depreciation for:				
Improvements other than buildings	<u>(318,460)</u>	<u>(131,174)</u>	<u>-</u>	<u>(449,634)</u>
Total Accumulated Depreciation	<u>(318,460)</u>	<u>(131,174)</u>	<u>-</u>	<u>(449,634)</u>
Total Capital Assets Depreciated, Net	<u>1,649,153</u>	<u>(131,174)</u>	<u>-</u>	<u>1,517,979</u>
Governmental Activities Capital Assets	<u>\$ 5,969,370</u>	<u>\$ 141,026</u>	<u>\$ (29,804)</u>	<u>\$ 6,080,592</u>

Current year depreciation, \$131,174, is charged to physical environment.

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE F – LONG-TERM DEBT

Long-term debt at October 1, 2020	\$ 53,783,232
Note proceeds	1,048,338
Principal payments	<u>(8,966,570)</u>
Long-term Debt at September 30, 2021	45,865,000
Less: bond discount, net	<u>(753,481)</u>
 Total Long-term Debt, Net at September 30, 2021	 <u>\$ 45,111,519</u>

The following is a summary of debt activity for the District for the year ended September 30, 2021:

\$55,750,000 Series 2013 Special Assessment Revenue Bonds due in annual installments beginning May 2014 and maturing May 2043 with interest at 5.125% due in May and November and starting in November 2013. Current portion is \$10,890,000.

\$ 45,865,000

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2021 are as follows:

Year Ending September 30,	Principal	Interest	Total
2022	\$ 10,890,000	\$ 2,094,716	\$ 12,984,716
2023	950,000	1,792,468	2,742,468
2024	1,000,000	1,743,782	2,743,782
2025	1,055,000	1,692,532	2,747,532
2026	1,110,000	1,638,462	2,748,462
2027-2031	6,485,000	7,277,500	13,762,500
2032-2036	8,380,000	5,430,706	13,810,706
2037-2041	10,825,000	3,045,788	13,870,788
2042-2043	5,170,000	400,774	5,570,774
Totals	<u>\$ 45,865,000</u>	<u>\$ 25,116,728</u>	<u>\$ 70,981,728</u>

The bond anticipation note was fully redeemed as of September 30, 2021.

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE F – LONG-TERM DEBT (CONTINUED)

Summary of Significant Bonds Resolution Terms and Covenants

The District levies special assessments pursuant to Section 190.022, Florida Statutes and the assessment rolls are approved by resolutions of the District Board. The collections are to be strictly accounted for and applied to the debt service of the bond series for which they were levied. The District covenants to levy special assessments in annual amounts adequate to provide for payment of principal and interest on the bonds. Payment of principal and interest is dependent on the money available in the debt service fund and the District's ability to collect special assessments levied.

The Bonds are subject to redemption at the option of the District and are also subject to extraordinary mandatory redemption prior to maturity as outlined in the Trust Indenture.

The bond indenture requires that the District maintain adequate funds in the reserve account to meet the debt service requirements as defined in the Trust Indenture. The District is in compliance with the requirements as of September 30, 2021.

	<u>Reserve Balance</u>	<u>Reserve Requirement</u>
Series 2013, Special Assessment Revenue Bonds	\$ 3,478,503	\$ 27,210

NOTE G – INTERLOCAL AGREEMENTS

The District previously entered into an interlocal agreement related to cost sharing for certain infrastructure projects with Myrtle Creek Improvement District ("Myrtle Creek") and Boggy Creek Improvement District ("Boggy Creek"). These districts are related through a common developer. The agreement provides for the improvement to be constructed, acquired or otherwise provided by Boggy Creek and that Boggy Creek will be reimbursed for these costs from the District and Myrtle Creek. The projected costs related to the agreement total approximately \$33.8 million, with costs to be split 31.5% for Myrtle Creek, 32.5% for Boggy Creek and 36% for the District. The District, Myrtle Creek and Boggy Creek also previously entered into an agreement regarding interchange maintenance costs based on the same cost allocation.

In August 2016, the District entered into an interlocal agreement with Boggy Creek regarding the shared construction costs of Nemours Parkway (phase 7). Upon Greenway Improvement District's receipt of an invoice from the contractor, the Engineer will review it and make a determination as to the portion that will be due to the District from Boggy Creek.

**Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE H – INTERFUND TRANSFERS

Interfund transfers for the year ended September 30, 2021, consisted of the following:

Transfers In	Transfers Out		Total
	Debt Service Fund	Capital Projects Fund	
General Fund	\$ -	\$ 15,000	\$ 15,000
Capital Projects Fund	174	-	174
Total	<u>\$ 174</u>	<u>\$ 15,000</u>	<u>\$ 15,174</u>

Interfund transfers between the Debt Service Fund and the Capital Projects Fund is related to decreases in reserve requirements in accordance with the Trust Indenture. Interfund transfer between the General Fund and Capital Projects Fund is related to funding provided to the General Fund.

NOTE I – ECONOMIC DEPENDENCY

A significant portion of the District's activity is dependent upon continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations. At September 30, 2021, the Developer owned a significant amount of the assessable property located within the District's boundaries. Two members of the Board are employees of the Developer.

NOTE J – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The District maintains commercial insurance coverage to mitigate the risk of loss. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. The District has not filed any insurance claims in any of the previous three fiscal years.

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

To the Board of Supervisors
Greenway Improvement District
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Greenway Improvement District, as of and for the year ended September 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated June XX, 2022.

Internal Control Over Financial Reporting

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

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

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

To the Board of Supervisors
Greenway Improvement District

Compliance and Other Matters

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

Purpose of this Report

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

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June XX, 2022

MANAGEMENT LETTER

To the Board of Supervisors
Greenway Improvement District
Orlando, Florida

Report on the Financial Statements

We have audited the financial statements of the Greenway Improvement District as of and for the year ended September 30, 2021, and have issued our report thereon dated June XX, 2022.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June XX, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

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

Financial Condition and Management

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

To the Board of Supervisors
Greenway Improvement District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Greenway Improvement District. It is management's responsibility to monitor the Greenway Improvement District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2021.

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

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

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

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 4
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: N/A
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: 169,443
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2020, together with the total expenditures for such project: No projects started during the current fiscal year.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was amended, see the following page.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Greenway Improvement District reported:

- 7) The rate or rates of non-ad valorem special assessments imposed by the District. \$0 - \$79,365.70.
- 8) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$22,059,972.
- 9) The total amount of outstanding bonds issued by the District and the terms of such bonds. Series 2013 Bonds, \$45,865,000 maturing in May 2043.

To the Board of Supervisors
Greenway Improvement District

	Original Budget	Actual	Variance with Original Budget Positive (Negative)
Revenues			
Special assessments	\$ 911,168	\$ 914,938	\$ 3,770
Interest earning	10,000	681	(9,319)
Developer contributions	-	48,989	48,989
Total Revenues	<u>921,168</u>	<u>964,608</u>	<u>43,440</u>
Expenditures			
Current			
General government	146,600	172,971	(26,371)
Physical environment	<u>774,568</u>	<u>696,843</u>	<u>77,725</u>
Total Expenditures	<u>921,168</u>	<u>869,814</u>	<u>51,354</u>
Other Financing Sources/(uses)			
Proceeds from sale of assets	-	49,674	49,674
Transfers in	-	15,000	15,000
Total Other Financing Sources/(Uses)	<u>-</u>	<u>64,674</u>	<u>64,674</u>
Net changes in fund balance	<u>-</u>	<u>159,468</u>	<u>159,468</u>
Fund Balances - October 1, 2020	<u>-</u>	<u>141,999</u>	<u>141,999</u>
Fund Balances - September 30, 2021	<u>\$ -</u>	<u>\$ 301,467</u>	<u>\$ 301,467</u>

Additional Matters

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

To the Board of Supervisors
Greenway Improvement District

Purpose of this Letter

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

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June XX, 2022

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Greenway Improvement District
Orlando, Florida

We have examined Greenway Improvement District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2021. Management is responsible for Greenway Improvement District's compliance with those requirements. Our responsibility is to express an opinion on Greenway Improvement District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Greenway Improvement District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Greenway Improvement District's compliance with the specified requirements.

In our opinion, Greenway Improvement District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2021.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June XX, 2022

GREENEWAY IMPROVEMENT DISTRICT

OUC Streetlight Agreement Transfers

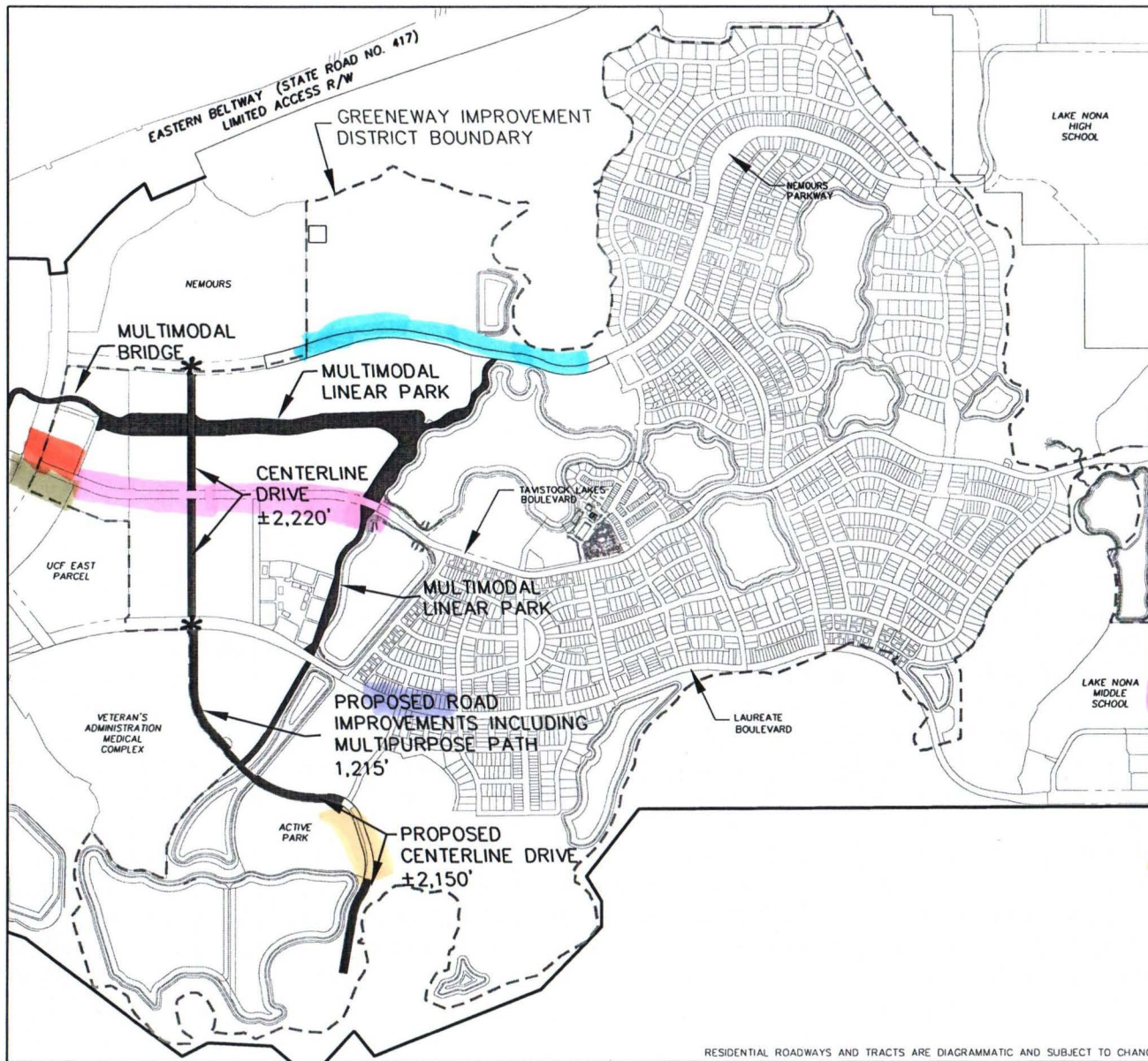
EXHIBIT C GREENWAY IMPROVEMENT DISTRICT PLANNED IMPROVEMENTS



1000 0 1000
Scale: 1" = 1000'

- GREENWAY IMPROVEMENT DISTRICT
- PLANNED IMPROVEMENT
- * PLANNED TRAFFIC SIGNAL

- Landon House
- Pixon
- Cobra (Tavistock Lakes Blvd)
- Nemours Phase 7
- Laureate Blvd. at Univ 1c
- Centerline Blvd Seg. E



OCTOBER 20, 2020

SHEET 2 OF 2



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

RESIDENTIAL ROADWAYS AND TRACTS ARE DIAGRAMMATIC AND SUBJECT TO CHANGE

Printed: Wed 07-Oct-2020 - 02:20PM
F:\Proj\2003\23216\5dmg\exhibits\2020-10-20 GD Ex C - SHEET 2.dwg

Centerline

---THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION---

**ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE
For CENTERLINE**

THIS ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE ("Assignment") is made and entered into as of the ____ day of _____, 20____ ("Transfer Date"), by **Greenway Improvement District**, (the "Assignor") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 , and **Midtown Improvement District**, (the "Assignee") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, for services address 0 Centerline Dr, Orlando, FL, ("Service Address").

WITNESSETH:

A. Assignor and Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida ("OUC"), entered into that certain Service Agreement for Lighting Service dated November 9th, 2018 ("Agreement") for the Service Address.

B. Agreement was recorded in the Public Records of Orange County and was assigned public records document number 20180675243.

C. Assignor has provided to Assignee a copy of the Agreement (and any applicable amendments to same).

D. Assignor desires to assign its interests, rights, duties and obligations in and to the Agreement as of the Transfer Date, and Assignee desires to accept the assignment of Assignor's interests, rights, duties and obligations in and to the Agreement as of the Transfer Date.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim, interests, duties and obligations, if any, in, to and under the Agreement.

2. As of the Transfer Date, Assignee hereby assumes the foregoing assignment of the Agreement and agrees to assume and perform all duties and obligations under the Agreement.

3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.

7. Assignor and Assignee agree to cooperate with each other in regard to notifying governmental agencies and executing any additional documentation requested by said governmental agencies to register and establish the rights and obligations of the Assignee or its designee(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT

BLANK. SIGNATURE PAGES TO FOLLOW.]

THIS ASSIGNMENT has been executed the day and year set forth above for CENTERLINE.

Signed, sealed and delivered in the
presence of:

“ASSIGNOR”

Witness

GREENEWAY IMPROVEMENT DISTRICT a
Florida a local unit of special purpose government

Print Name

By:_____

Name:_____

Witness

Title:_____

Print Name

Date:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **GREENEWAY IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary_____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for CENTERLINE.

Signed, sealed and delivered in the
presence of:

“ASSIGNEE”

Witness

MIDTOWN IMPROVEMENT DISTRICT, a
Florida and Florida Legislature

Print Name

By:_____

Witness

Name:_____

Print Name

Title:_____

Date:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **MIDTOWN IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary_____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for CENTERLINE.

The undersigned hereby joins and consents to the foregoing assignment from Assignor to Assignee and the recording of this Assignment in the Public Records of Orange County Florida.

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

“OUC”

Orlando Utilities Commission, a statutory Commission under the laws of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by OUC Legal Dept.
Date: _____ By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this by means of () physical presence or () online notarization on this ____ day of _____, 20__ by CLINT BULLOCK, as General Manager, CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said Commission. He is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____



DOC# 20180675243
11/20/2018 07:58:57 AM Page 1 of 18
Rec Fee: \$154.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: ORLANDO UTILITIES COM COM

**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**
CENTERLINE

(Orlando Utilities Commission/City of Orlando and Property Owner/Developer))

This Master Lighting Installation, Upgrade and Service Agreement (“**Agreement**”) is entered into this 9th day of November, 2018 by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established to Chapter 190, Florida Statutes, whose address is 8529 South Park Circle, Suite 330, Orlando, FL 32819 (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “**City**”) certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES.**

2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".

2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".

2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of

(a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that Phase in compliance with OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "Service Conditions"). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for

the Units are more particularly described on Exhibit 2 attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Exhibit 3, attached hereto and incorporated herein by this reference, in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Exhibit 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.

3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Exhibit 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner

inconsistent with the Orlando Utilities Commission's Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity, including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under Florida law.

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

- 5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.
- 5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.
- 5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, license or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licenses or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC. Notwithstanding anything herein to the contrary, the parties shall be entitled to any sovereign immunity defenses to which it may be entitled, and the parties do not in any way expand or waive limitations of liability afforded to the parties by virtue of their sovereign immunity.
- 5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.
- 5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by

OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for

that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.

5.13. [OPTIONAL PARAGRAPH FOR BANNER ARMS] The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered
in the presence of:

Name: JERRY J. NEUMAN
Name: LARRY KAUFMAN

**GREENEWAY IMPROVEMENT
DISTRICT**, a local unit of special purpose
government established pursuant to Chapter
190, Florida Statutes Tax ID: 050561077

By: [Signature]

Name: Richard Levey

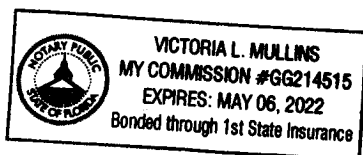
Title: Chairman

Date: 09-18-2018

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18th day of Sept, 20 18
by Richard Levey as Chairman of the
Greenway Improvement District who is ☒ personally known to me or ☐
produced the following identification: _____, and who did not take an
oath.



[Signature]
Notary Public

VICTORIA L. MULLINS
Printed Name Below Signature

MAY 06, 2022
My Commission Expires

Signed, sealed and delivered
in the presence of:

[Signature]
Name: Joanna Diaz, Legal intern

[Signature]
Name: Mary Yannakaras

ORLANDO UTILITIES COMMISSION

By: [Signature]
Clint Bullock
General Manager & CEO

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

[Signature]
Attorney for OUC

Date: November 8th 2018

Attest: [Signature]

Name: ELIZABETH M MASON

Title: ASSISTANT SECRETARY

Date: 11/9/18

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th day of November, 2018, by Clint Bullock, as General Manager and CEO of **ORLANDO UTILITIES COMMISSION**, who is [☒] personally known to me or [] produced the following identification: _____, and who did not take an oath.



[Signature]
Notary Public

Printed Name Below Signature

My Commission Expires

EXHIBIT 1

THE PROPERTY

See attached description and sketch

**LAKE NONA SOUTH
LAUREATE PARK ACTIVE PARK
CENTERLINE DRIVE**

DESCRIPTION:

Centerline Drive, according to the plat of LAUREATE PARK ACTIVE PARK, as recorded in Plat Book 94, Pages 58 through 62, of the Public Records of Orange County, Florida.

Being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR SKETCH

SEE SHEET 2 FOR LEGAL DESCRIPTION, NOTES, AND LEGEND

DESCRIPTION:

Centerline Drive, LAUREATE PARK ACTIVE PARK, according to the plat thereof as recorded in Plat Book 94, Pages 58 through 62, of the Public Records of Orange County, Florida, described as follows:

Commence at the Northwest corner of Lot 2 of said plat of LAUREATE PARK ACTIVE PARK; thence N90°00'00"E along the North line of said Lot 2, for a distance of 563.80 feet to the Northeast corner of said Lot 2 and the POINT OF BEGINNING, said point being on the West right-of-way line of said Centerline Drive and a point on a non-tangent curve concave Westerly having a radius of 500.00 feet and a chord bearing of S06°00'47"W; thence departing said North line run Southerly along said West right-of-way line and the arc of said curve through a central angle of 15°16'02" for a distance of 133.23 feet to the South line of said plat of LAUREATE PARK ACTIVE PARK and a point on a radial line; thence departing said West right-of-way line run S76°21'12"E along said South line, 79.00 feet to the East right-of-way line of said Centerline Drive and a point on a non-tangent curve concave Westerly having a radius of 579.00 feet and a chord bearing of N02°16'56"W; thence departing said South line run Northerly along said East right-of-way line and the arc of said curve through a central angle of 31°51'28" for a distance of 321.94 feet to the point of tangency; thence N18°12'40"W along said East right-of-way line, 264.77 feet to the point of curvature of a curve concave Southwesterly having a radius of 337.00 feet and a chord bearing of N41°29'21"W; thence Northwesterly along said East right-of-way line, the Northwesterly prolongation of said East right-of-way line and said East right-of-way line, and the arc of said curve through a central angle of 46°33'22" for a distance of 273.83 feet to the Northerly line of said plat of LAUREATE PARK ACTIVE PARK and a point on a radial line; thence departing said East right-of-way line run S25°13'58"W along said Northerly line, 74.70 feet to the aforesaid West right-of-way line of said Centerline Drive; thence departing said Northerly line run the following six (6) courses and distances along said West right-of-way line: S75°09'24"E, 13.20 feet to a point on a non-tangent curve concave Southwesterly having a radius of 265.00 feet and a chord bearing of S47°19'46"E; thence Southeasterly along the arc of said curve through a central angle of 29°15'27" for a distance of 135.32 feet to a point on a non-tangent line; thence S19°30'08"E, 60.51 feet to the point of curvature of a curve concave Westerly having a radius of 258.00 feet and a chord bearing of S18°51'24"E; thence Southerly along the arc of said curve through a central angle of 01°17'28" for a distance of 5.81 feet to the point of tangency; S18°12'40"E, 264.77 feet to the point of curvature of a curve concave Westerly having a radius of 500.00 feet and a chord bearing of S09°54'57"E; thence Southerly along the arc of said curve through a central angle of 16°35'25" for a distance of 144.78 feet to the POINT OF BEGINNING.

Containing 1.436 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the North line of Lot 2, LAUREATE PARK ACTIVE PARK, Plat Book 94, Pages 58-62, being N90°00'00"E, Per Plat.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements or restrictions of record that may be within or adjoining the lands described hereon.

LEGEND

L1 LINE NUMBER (SEE TABLE)
 C1 CURVE NUMBER (SEE TABLE)
 PC POINT OF CURVATURE
 PT POINT OF TANGENCY
 NT NON-TANGENT
 (R) RADIAL
 R/W RIGHT-OF-WAY
 ORB OFFICIAL RECORDS BOOK
 PB PLAT BOOK
 PG(S) PAGE(S)
 N'LY NORTHERLY
 NW'LY NORTHWESTERLY
 DOC# OFFICIAL RECORDS DOCUMENT NUMBER
 SECTION 25-24-30 SECTION, TOWNSHIP, RANGE

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAUREATE PARK ACTIVE PARK - CENTERLINE DRIVE



DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>RTS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>16208</u>	SCALE <u>N/A</u>	SHEET <u>2</u>
DATE: <u>2/2018</u>	DATE: <u>2/2018</u>			OF <u>2</u>

EXHIBIT 1 (Continued)**OUTAGE REPORTING**

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>**PROPERTY / PREMISE LOCATION INFORMATION**

Premise Name:	Centerline
Premise Address:	Centerline Drive
City, State, Zip:	Orlando, FL
Premise Number:	

BILLING INFORMATION

Billing Contract Name:	
Billing Address:	
City, State, Zip:	
Billing Contact Name:	
Billing Contact Phone:	
Federal Tax ID:	05-0561077

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number:	8795843030
Work Request No:	647990
Comments:	

EXHIBIT 2

INITIAL LIGHTING PLAN

(12ea) 20' Bronze Alum Pole / OUC # 036-27508

(12ea) 83w GE Post Top Type III Fixture / OUC # 036-23120

Customer is responsible for Conduit, junction boxes, and pull string, per OUC spec

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

Customer elects to make an Up-Front Payment for the OUC Lighting System of \$0.00.

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of [\$ 223.16 ***]. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

*** Actual billed amount will be based on the as-built drawings and lighting equipment installed in the field as certified by the Customer and OUC Representative on the Certificate of Completion form in Schedule 4.

Certificate of Completion (SCHEDULE 4)

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance; _____; Fuel & Energy _____.

Original Lighting System Poles & Fixtures and Installation Scope:

(Original Streetlight Fixture/Pole type/quantity listed here)

As-built Lighting System Poles & Fixtures and Installation Scope:

(As-built Streetlight Fixture/Pole type/quantity listed here)

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date

Authorized Customer Representative; Printed Name & Signature Date _____

Landon House

---THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION---

**ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE
For LANDON HOUSE**

THIS ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE ("Assignment") is made and entered into as of the ____ day of _____, 20____ ("Transfer Date"), by **Greenway Improvement District**, (the "Assignor") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 , and **Midtown Improvement District**, (the "Assignee") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, for services address 7010 Lake Nona Blvd, Orlando FL, ("Service Address").

WITNESSETH:

A. Assignor and Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida ("OUC"), entered into that certain Service Agreement for Lighting Service dated March 19, 2019 ("Agreement") for the Service Address.

B. Agreement was recorded in the Public Records of Orange County and was assigned public records document number 20190350148.

C. Assignor has provided to Assignee a copy of the Agreement (and any applicable amendments to same).

D. Assignor desires to assign its interests, rights, duties and obligations in and to the Agreement as of the Transfer Date, and Assignee desires to accept the assignment of Assignor's interests, rights, duties and obligations in and to the Agreement as of the Transfer Date.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim, interests, duties and obligations, if any, in, to and under the Agreement.

2. As of the Transfer Date, Assignee hereby assumes the foregoing assignment of the Agreement and agrees to assume and perform all duties and obligations under the Agreement.

3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.

7. Assignor and Assignee agree to cooperate with each other in regard to notifying governmental agencies and executing any additional documentation requested by said governmental agencies to register and establish the rights and obligations of the Assignee or its designee(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT

BLANK. SIGNATURE PAGES TO FOLLOW.]

THIS ASSIGNMENT has been executed the day and year set forth above for LONDON HOUSE.

Signed, sealed and delivered in the presence of:

“ASSIGNOR”

Witness

GREENEWAY IMPROVEMENT DISTRICT a
Florida a local unit of special purpose government

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **GREENEWAY IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for LONDON HOUSE.

Signed, sealed and delivered in the presence of:

“ASSIGNEE”

Witness

MIDTOWN IMPROVEMENT DISTRICT, a
Florida and Florida Legislature

Print Name

By:_____

Witness

Name:_____

Print Name

Title:_____

Date:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **MIDTOWN IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary_____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for LONDON HOUSE.

The undersigned hereby joins and consents to the foregoing assignment from Assignor to Assignee and the recording of this Assignment in the Public Records of Orange County Florida.

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

“OUC”

Orlando Utilities Commission, a statutory Commission under the laws of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by OUC Legal Dept.

Date: _____ By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this by means of () physical presence or () online notarization on this ____ day of _____, 20__ by CLINT BULLOCK, as General Manager, CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said Commission. He is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____



DOC# 20190350148
06/06/2019 12:18:30 PM Page 1 of 7
Rec Fee: \$51.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: ORLANDO UTILITIES COM COM

AMENDMENT No. One (1)
to
SERVICE AGREEMENT FOR LIGHTING SERVICE
Between
ORLANDO UTILITIES COMMISSION
And
GREENEWAY IMPROVEMENT DISTRICT
(LONDON HOUSE)

This Amendment No. One (1) is to the Service Agreement for Lighting Service ("Agreement") by and between Orlando Utilities Commission ("OUC") and GREENEWAY IMPROVEMENT DISTRICT ("Customer") dated October 31st, 2016 and shall become effective on the date last signed below. OUC and GREENEWAY IMPROVEMENT DISTRICT shall collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, OUC agreed to install certain lighting service equipment and to operate and maintain all such equipment under the terms and provisions set forth in the Agreement for a term of twenty (20) years beginning **Month Day, Year** and

WHEREAS, Customer agreed to pay OUC on a monthly basis throughout the term of the Agreement for installation and maintenance of the lighting equipment and for all electric energy used for the operation of the lighting equipment on Customer's Property as specifically described in the Agreement; and,

WHEREAS, OUC and Customer agree to revise plans for installation of the lighting equipment resulting in a change to the monthly lighting service charges and an adjustment to the term of the Agreement.

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

1. **Recitations.** The above recitals are true and correct and are hereby incorporated herein.

2. **Definitions.** Each initially capitalized term used without definition shall have the meaning as ascribed to such term in the Service Agreement for Lighting Service, unless changed herein.
3. The Parties agree the monthly rate for lighting equipment, operation, and maintenance shall be as outlined in Exhibit A to this Amendment which shall supersede and replace Exhibit 1 of the Agreement.
4. The Parties agree the term of the Agreement shall remain twenty (20) years commencing on the effective date of this Amendment unless terminated earlier as provided in Section 5 of the Agreement.

Except as specifically amended herein, all other terms and conditions of the Service Agreement for Lighting Service shall remain in full force and effect, and in the event of any inconsistencies between this Amendment and the terms of the Agreement, the terms set forth in this Amendment shall control and govern.

IN WITNESS WHEREOF, OUC and **GREENWAY IMPROVEMENT DISTRICT** have caused this Amendment to be executed in duplicate in their names by their respective duly authorized officials, and shall become effective on the date last signed below.

GREENWAY IMPROVEMENT DISTRICT

Federal ID # 05-0561077

By: [Signature]

Name: Richard LAY

Title: Chair

Date: 3.19.19

WITNESSES: **GREENWAY IMPROVEMENT DISTRICT**

By: [Signature]

Name: LARRY KAUFMANN

Title: Chair Const Comm.

By: [Signature]

Name: JEFFREY J. NELSON

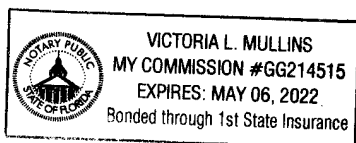
Title: DISTRICT ENGINEER

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19th day of March, 2019, by Richard LAY.
He is personally known to me or has produced _____ as identification.

(Notarial Seal)

[Signature: Victoria L. Mullins]
Notary Public, State of Florida
Print Name: VICTORIA L. MULLINS



ORLANDO UTILITIES COMMISSION

By: Clint Bullock

Name: Clint Bullock
Title: General Manager/CEO

Date: 5/23/19

ATTEST:

By: Elizabeth M. Mason
Name: Elizabeth M. Mason
Title: Assistant Secretary

Approved as to form and legality
OUC Legal Department

DATE: 5-15-19 BY: W.M.

WITNESSES:

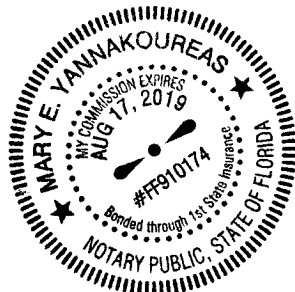
By: Patricia A. Notari Cola
Name: Patricia A. Notari Cola
Title: S. Paralegal

By: Kathleen L. Plagsted
Name: Kathleen L. Plagsted
Title: Paralegal

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of May, 2019, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)



M.E. YannaKoureas
Notary Public, State of Florida
Print Name: Mary YannaKoureas

EXHIBIT A

RATE PER MONTH

Monthly Lighting Service Charge	
Capital Investment	\$ 196.49
Maintenance	\$ 18.83
Fuel and Energy	\$ 0.00
Total	\$ 215.32

The above costs reflect OUC's revised cost of capital investment for the lighting system installed.

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit A may be adjusted by OUC annually to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. In any one year, the rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

LIGHTING EQUIPMENT

OUC removed 18ea Fixtures and 10ea Poles from original contract. Remaining poles and fixtures are below.

- (7ea) 87w LED Post Top GE Black Fixture / OUC # 036-23225
- (6ea) 16' Rnd Alum Direct Buried Black Pole with Banner Arms / OUC # 036-21747
- (1ea) 16' Rnd Alum Anchor Base Black Pole with Banner Arms / OUC # 036-21751

OUC Installed Lighting Equipment:

All conduit, junction boxes, associated poles, fixtures, parts, wires, photocells, and controllers will be installed by OUC.

CUSTOMER Installed Lighting Equipment:

Not applicable

Phased Installation Plan

All at once

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – www.ouc.com/home/streetlight.htm

CUSTOMER Project Reference Number - _____

LEGAL DESCRIPTION OF THE PROPERTY

“Within the Public Right-of-Way of Tavistock Lakes Boulevard lying south of Lot 1, LAKE NONA SOUTH PARCEL 22C FIRST AMENDMENT REPLAT, according to the Plat thereof as recorded in Plat Book 85, Page 20, of the Public Records of Orange County, Florida.”

Premise Name:	<u>Landon House</u>
Premise Address:	<u>7010 Lake Nona Blvd.</u>
City, State, Zip:	<u>Orlando, FL 32827</u>

BILLING INFORMATION

Billing Contract Name:	<u>Greeneway Improvement District</u>
Billing Address:	<u>8529 South Park Circle, Suite 330</u>
City, State, Zip:	<u>Orlando, FL 32819</u>
Billing Contact Name:	<u></u>
Billing Contact Phone:	<u></u>
Federal Tax ID:	<u>05-0561077</u>
Customer Account	<u>8795843030</u>

Certificate of Completion

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance; _____; Fuel & Energy _____.

Original Lighting System Poles & Fixtures and Installation Scope:

(Original Streetlight Fixture/Pole type/quantity listed here)

As-built Lighting System Poles & Fixtures and Installation Scope:

(As-built Streetlight Fixture/Pole type/quantity listed here)

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date

Authorized Customer Representative; Printed Name & Signature Date _____



DOC# 20160579232
11/04/2016 12:29:29 PM Page 1 of 14
Rec Fee: \$120.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: ORLANDO UTILITIES COM COM

**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT
LONDON HOUSE**

(Orlando Utilities Commission/City of Orlando and Property Owner/Developer))

This Master Lighting Installation, Upgrade and Service Agreement (“**Agreement**”) is entered into this 31st day of October, 2016 by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established to Chapter 190, Florida Statutes, whose address is 8529 South Park Circle, Suite 330, Orlando, FL 32819 (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “**City**”) certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. RECITALS.

The above Recitals are true and correct, and form a material part of this Agreement.

2. OUC DUTIES.

2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".

2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".

2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of

(a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that Phase in compliance with OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "Service Conditions"). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for

the Units are more particularly described on Exhibit 2 attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Exhibit 3, attached hereto and incorporated herein by this reference, in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Exhibit 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.

3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Exhibit 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner

inconsistent with the Orlando Utilities Commission's Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity, including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under Florida law.

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, license or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licenses or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC. Notwithstanding anything herein to the contrary, the parties shall be entitled to any sovereign immunity defenses to which it may be entitled, and the parties do not in any way expand or waive limitations of liability afforded to the parties by virtue of their sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by

OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

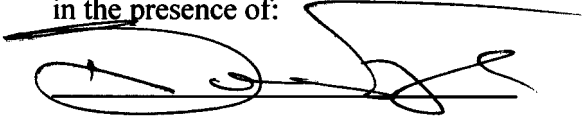
5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for

that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.

5.13. [OPTIONAL PARAGRAPH FOR BANNER ARMS] The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.


Signed, sealed and delivered
in the presence of:



Name: Robert Adams

Name: John Glavin

**GREENEWAY IMPROVEMENT
DISTRICT**, a local unit of special purpose
government established pursuant to Chapter
190, Florida Statutes Tax ID: 050561077

By: 

Name: Robert Adams

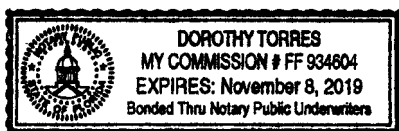
Title: Vice Chair

Date: 7/18/16

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18 day of July, 2016,
by Robert Adams as Vice Chair of the
Greeneway Improvement District who is ☒ personally known to me or ☐
produced the following identification: _____, and who did not take an
oath.




Notary Public

Dorothy Torres
Printed Name Below Signature

11/8/19
My Commission Expires

Signed, sealed and delivered
in the presence of:

Nanci Schwartz

Name: Nanci Schwartz

Patricia A. Notarini Cola

Name: Patricia A. Notarini Cola

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Wayne Morn

Attorney for OUC

Date: October 28, 2016

ORLANDO UTILITIES COMMISSION

By: Kenneth P. Ksionek

Kenneth P. Ksionek
General Manager & CEO

Attest: Elizabeth M. Mason

Name: ELIZABETH M. MASON

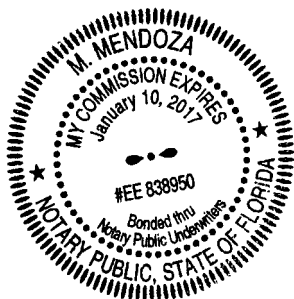
Title: ASSISTANT SECRETARY

Date: 10/31/16

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31st day of October 2016, by Kenneth P. Ksionek, as General Manager and CEO of **ORLANDO UTILITIES COMMISSION**, who is [☒] personally known to me or [☐] produced the following identification: _____, and who did not take an oath.



M. Mendoza

Notary Public

Printed Name Below Signature

My Commission Expires

EXHIBIT 1

THE PROPERTY

“Within the Public Right-of-Way of Tavistock Lakes Boulevard lying south of Lot 1, LAKE NONA SOUTH PARCEL 22C FIRST AMENDMENT REPLAT, according to the Plat thereof as recorded in Plat Book 85, Page 20, of the Public Records of Orange County, Florida.”

EXHIBIT 1 (Continued)**OUTAGE REPORTING**

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>**PROPERTY / PREMISE LOCATION INFORMATION**

Premise Name:	Landon House
Premise Address:	7010 Lake Nona Blvd
City, State, Zip:	Orlando, FL 32827
Premise Number:	

BILLING INFORMATION

Billing Contract Name:	
Billing Address:	
City, State, Zip:	
Billing Contact Name:	
Billing Contact Phone:	
Federal Tax ID:	

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number:	8795843030
Work Request No:	551810
Comments:	

EXHIBIT 2

INITIAL LIGHTING PLAN

(7EA) POLE ALUM 20' RND DIRECT BURIED BRONZE / OUC # 036-27508

(7EA) LUMINAIRE 87W LED POST TOP GE BRONZE / OUC # 036-23132

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

Customer elects to make an Up-Front Payment for the OUC Lighting System of \$0.00.

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of [\$ 127.10]. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

Laureate Blvd at Unit 1C

---THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION---

**ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE
For LAUREATE BOULEVARD AT UNIT 1C (GREENEWAY ID)**

THIS ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE ("Assignment") is made and entered into as of the ____ day of _____, 20____ ("Transfer Date"), by **Greenway Improvement District**, (the "Assignor") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 , and **Midtown Improvement District**, (the "Assignee") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, for services address 0 Tavistock Lakes Blvd, Orlando FL ("Service Address").

WITNESSETH:

A. Assignor and Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida ("OUC"), entered into that certain Service Agreement for Lighting Service dated May 22, 2013 ("Agreement") for the Service Address.

B. Agreement was recorded in the Public Records of Orange County and was assigned public records document number 20130321316.

C. Assignor has provided to Assignee a copy of the Agreement (and any applicable amendments to same).

D. Assignor desires to assign its interests, rights, duties and obligations in and to the Agreement as of the Transfer Date, and Assignee desires to accept the assignment of Assignor's interests, rights, duties and obligations in and to the Agreement as of the Transfer Date.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim, interests, duties and obligations, if any, in, to and under the Agreement.

2. As of the Transfer Date, Assignee hereby assumes the foregoing assignment of the Agreement and agrees to assume and perform all duties and obligations under the Agreement.

3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.

7. Assignor and Assignee agree to cooperate with each other in regard to notifying governmental agencies and executing any additional documentation requested by said governmental agencies to register and establish the rights and obligations of the Assignee or its designee(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT

BLANK. SIGNATURE PAGES TO FOLLOW.]

THIS ASSIGNMENT has been executed the day and year set forth above for LAUREATE BOULEVARD AT UNIT 1C (GREENEWAY ID).

Signed, sealed and delivered in the presence of:

“ASSIGNOR”

Witness

GREENEWAY IMPROVEMENT DISTRICT a
Florida a local unit of special purpose government

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **GREENEWAY IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for LAUREATE BOULEVARD AT UNIT 1C (GREENEWAY ID).

Signed, sealed and delivered in the presence of:

“ASSIGNEE”

Witness

MIDTOWN IMPROVEMENT DISTRICT, a
Florida and Florida Legislature

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **MIDTOWN IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for LAUREATE BOULEVARD AT UNIT 1C (GREENEWAY ID).

The undersigned hereby joins and consents to the foregoing assignment from Assignor to Assignee and the recording of this Assignment in the Public Records of Orange County Florida.

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

“OUC”

Orlando Utilities Commission, a statutory Commission under the laws of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by OUC Legal Dept.

Date: _____ By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this by means of () physical presence or () online notarization on this ____ day of _____, 20__ by CLINT BULLOCK, as General Manager, CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said Commission. He is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____



DOC# 20130321316 B: 10588 P: 0145
06/19/2013 11:30:05 AM Page 1 of 13
Rec Fee: \$112.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: ORLANDO UTILITIES COM COM



**LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**

Laureate Boulevard at Unit 1C (Greenway ID)

THIS LIGHTING INSTALLATION, UPGRADE AND SERVICE AGREEMENT (“Agreement”) is made effective as of this 2nd day of MAY, 2013, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and **GREENWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 12051 Corporate Circle, Orlando, Florida 32817, or its assigns (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity, association or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in **Schedule 1** attached hereto and incorporated herein by this reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “**City**”) certain costs associated with lighting service for portions of the Property that have been or will be dedicated public roadways (the “**Dedicated Roadways**”) and to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services within Dedicated Roadways by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES.**

2.1. OUC shall provide lighting for Dedicated Roadways within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "**Upgraded Lighting Facilities**"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits installed by Customer or its agents; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for Dedicated Roadways within the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "**Lighting Facilities**".

2.1.2. OUC shall maintain and operate the Lighting Facilities within Dedicated Roadways (the "**Maintenance Service**") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "**Electrical Service**") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer within the Dedicated Roadways and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "**Lighting Service**".

2.3. The Customer and OUC hereby acknowledge that the Property is part of an overall residential subdivision known as "Laureate Park" which will be platted and developed in more than one phase (each referenced individually as a "**Phase**" and collectively as the "**Phases**"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for Dedicated Roadways within the Phase covered by this Agreement (the "**Current Phase**"). Lighting Facilities for the Current

Phase shall be located and installed as more particularly depicted in the lighting construction plans set forth in **Schedule 2** attached hereto and incorporated herein by this reference (the “**Lighting Plan**”). Lighting Service for any subsequent Phases, if developed, must be implemented through subsequent, mutually agreed upon lighting plans for each such Phase and set out in a Lighting, Installation, Upgrade and Service Agreement for that Phase, which shall be based upon substantially the same terms and conditions of this Agreement in all material respects with modified schedules to address the design and pricing for that Phase.

2.4 A condition precedent to OUC’s obligation to provide the Lighting Service under this Agreement with respect to the Current Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC’s receipt of the Customer Road Notice (as defined in Section 3.6 below) ; (ii) Customer must complete installation of Customer Lighting Facilities in compliance with the applicable Lighting Plan and OUC’s required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the “**Service Conditions**”).

3. **CUSTOMER DUTIES.**

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the “**Customer Lighting Facilities**”), in such locations as more particularly set forth in the Lighting Plan for the Current Phase. For purposes of the ongoing duties and rights of the parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer for the Current Phase and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC, or shall cause the granting of, all easements or provide for right-of-way dedications (not otherwise included in the Dedicated Roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities that are not located within Dedicated Roadways, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects located outside of the Dedicated Roadways and which are obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plan and shall be located either (a) in Dedicated Roadways, which have been dedicated to the public pursuant to a plat, or (b) to the extent necessary, in easements granted in favor of OUC lying in areas adjacent to the roadways and streets which are granted pursuant to a separate instrument for the Current Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install, Upgraded Lighting Facilities based on a phased approach. The specifications for the Upgraded Lighting Facilities are more particularly described on **Schedule 3** attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Costs associated with the Current Phase of the Property development in the amount set forth in **Schedule 3** in accordance with Section 4 below. The parties agree that the Upgrade Costs for the Current Phase as set forth in **Schedule 3** is comprised of the following costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the Current Phase and during the Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City, absent the Customer's upgrade request (the "**Facilities Upgrade Cost**").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "**Maintenance Upgrade Cost**").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "**Electrical Upgrade Cost**").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "**Upgrade Costs**").

4. **TERMS OF PAYMENT.**

4.1. For the Current Phase, Customer shall make payment of the Upgrade Costs in accordance with the **Schedule 3** to this Agreement. If the Customer fails to pay any installment(s) of the Upgrade Costs by the due date of such payment or otherwise makes payment in a manner inconsistent with the OUC's Administrative Policy Manual, as amended from time to time (the "**Manual**"), OUC shall provide the Customer with written notice of such failure, whereupon the Customer shall have ten (10) days within which to remedy such failure by making the required payment. In the event the Customer fails to make any payment within said ten-day period, OUC may suspend the provision of Electrical Service to the Current Phase until such time as the Upgrade Costs have been paid. If Customer's failure to pay continues for a period of ninety (90) days after the expiration of the ten-day grace period, then OUC may resort to any available remedy at law or equity, including the partial termination of this Agreement.

4.2. OUC shall be entitled to make an annual adjustment to the Maintenance Upgrade Cost of up to three percent (3%) per year. Fuel and energy charges shall be based on the then

applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC as contemplated under this subparagraph 4.2 shall be made by written notice to Customer setting forth the new rates and associated revisions to the applicable Upgrade Costs (the “**Increase Notice**”). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer’s ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything herein to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under the Florida law.

5. **MUTUAL AGREEMENTS.**

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility and shall indemnify OUC for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or negligence of an employee, agent, licensee or contractor of the Customer, and (ii) damaged for any reason by the Customer's employees, agents, licensees or contractors during the time period when active construction by Customer is ongoing. Nothing contained in this Agreement shall constitute or be construed as a waiver of OUC's or the Customer's limitations on liability as set forth in section 768.28, *Florida Statutes*, and other law. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. In the event Customer is responsible for any required repair or replacement as described in the preceding sentence for which Customer has failed to cause such repair and replacement within fifteen (15) days after receipt of written notice of such damage from OUC, then OUC shall have the right to cause such repair and/or replacement whereupon Customer shall reimburse OUC for the actual, reasonable expenses incurred thereby within thirty (30) days of receipt of an invoice therefor. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC; however, OUC shall not, unless required by applicable laws, regulations or ordinances, permit third parties to install or affix, any telecommunications-related devices, antenna or related equipment on or to the Lighting Facilities for the first ten (10) years of the initial Term as to the Current Phase, unless used for, and limited to, the internal communications of OUC associated with OUC's operations or that of the City of Orlando. Notwithstanding anything herein to the contrary, OUC shall be entitled to any sovereign immunity defenses to which it may be entitled, and OUC does not in any way expand or waive limitations of liability afforded to OUC by virtue of its sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder, other than as provided in Section 4.1 above, which shall remain uncured sixty (60) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to remove the Lighting Facilities in the Current Phase so long as such Lighting Facilities are simultaneously replaced with the City's standard lighting facilities (within Dedicated Roadways). In the event OUC elects to pursue its remedies as described in the preceding sentence, OUC shall be entitled to take possession of any or all items of the Lighting Facilities in the Current Phase and the Customer shall be responsible for the cost of removing such Lighting Facilities, with such work to be done by OUC and billed to the Customer; provided, further, that to the extent other services are being provided by OUC to Customer and are billed along with Lighting Services on a combined service bill, then the payment shortfall may cause such other services to be terminated or suspended as well in accordance with OUC's Administrative Policy Manual.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not, without OUC's permission, permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "**Effective Date**" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have an initial term of twenty (20) years (the "**Initial Term**"). The Term for the Current Phase shall begin on the date which is the earlier of (a) the date on which Customer elects to have OUC energize earlier Lighting Equipment installed prior to completion of installation of the final Lighting Facilities for the Current Phase, or (b) the date on which the final Lighting Equipment for that Phase is energized (the "**Commencement Date**"). The Term for the Current Phase shall end twenty (20) years after the Commencement Date. At Customer's election, upon written notice to OUC prior to the expiration of the Initial Term, may be renewed up to two (2) times for a period not to exceed five (5) years for each renewal period ("Subsequent Terms"). For purposes hereof, the Initial Term and each Subsequent Term, if any, shall be referred herein collectively as the "**Term**". During any Subsequent Term, Customer shall only be required to pay for the Maintenance Upgrade Cost for the Lighting Facilities. OUC agrees that after the Initial Term and any renewal period exercised by Customer, Customer may let the then current term expire in which case OUC may install standard street lighting and Customer shall not be required to pay for the cost of the Electrical Service (including fuel and energy charges) associated with the

Lighting Facilities remaining within Dedicated Roadways at the end of the Initial Term or expiration of the Subsequent Term, whichever is applicable. If Customer chooses not to extend the use of the Upgraded Lighting Facilities, the Customer shall be responsible for the cost of removing the Upgraded Lighting Facilities, with such work to be done by OUC and billed to the Customer.

Prior to the installation of full compliment of Lighting Equipment for the Current Phase, the Customer may request in writing to OUC that those Lighting Facilities then installed be energized for operation as completed by OUC rather than waiting for the full compliment of Lighting Equipment to be energized. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement based on the Commencement Date. Such billing shall be based on an adjusted Upgrade Cost for each billing period, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("**Proportional Upgrade Cost**").

5.13. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "**Banners**") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "**Banner Arms**"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered
in the presence of:

**GREENEWAY IMPROVEMENT
DISTRICT**, a local unit of special purpose
government established pursuant to Chapter
190, Florida Statutes.
Tax ID: 050561077

Name: [Signature]

By: [Signature]

Kathy Koffell

Name: Robert B. Adams

Name: [Signature]
LYNN SANDFORD

Title: Vice Chair

STATE OF FLORIDA

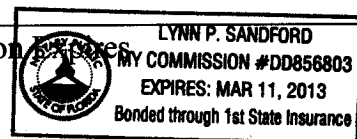
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of JANUARY, 2013, by ROBERT B. ADAMS as Chairman of the **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who is [☒] personally known to me or [☐] produced the following identification: _____, and who did not take an oath.

[Signature]
Notary Public

LYNN SANDFORD
Printed Name Below Signature

My Commission Expires



Signed, sealed and delivered
in the presence of:

Nanci Schwartz
Name: Nanci Schwartz

Patricia A. Notaricola
Name: PATRICIA A. NOTARICOLA

ORLANDO UTILITIES COMMISSION

By: [Signature]
Kenneth P. Ksionek
General Manager & CEO

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Wayne Morn
Attorney for OUC

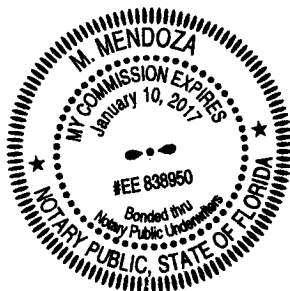
Date: May 20, 2013

Attest: [Signature]
Name: ELIZABETH M. MASON
Title: ASSISTANT SECRETARY

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of May, 2013 by Kenneth P. Ksionek, as General Manager and CEO of **ORLANDO UTILITIES COMMISSION**, who is personally known to me or he has produced the following identification: _____, and who did not take an oath.



[Signature]
Notary Public
Marlene Mendoza
Printed Name Below Signature

SCHEDULE 1

THE PROPERTY

LAUREATE BOULEVARD at UNIT 1C

DESCRIPTION:

That part of Section 30, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of LAUREATE PARK PHASE 1A, according to the plat thereof, as recorded in Plat Book 75, Pages 124 through 132, of the Public Records of Orange County, Florida; thence N21°21'51"W along the Easterly line of said LAUREATE PARK PHASE 1A for a distance of 7.00 feet to the POINT OF BEGINNING; thence continue N21°21'51"W along said Easterly line, 67.00 feet; thence departing said Easterly line run N68°38'09"E, 533.49 feet to the point of curvature of a curve concave Southerly having a radius of 1037.00 feet and a chord bearing of N82°47'01"E; thence Easterly along the arc of said curve through a central angle of 28°17'43" for a distance of 512.12 feet to the point of reverse curvature of a curve concave Northerly having a radius of 1163.00 feet and a chord bearing of S88°52'38"E; thence Easterly along the arc of said curve through a central angle of 11°37'01" for a distance of 235.80 feet to a non-tangent line; thence S03°27'15"E, 67.01 feet to a point on a non-tangent curve concave Northerly having a radius of 1230.00 feet and a chord bearing of N88°50'37"W; thence Westerly along the arc of said curve through a central angle of 11°32'59" for a distance of 247.95 feet to the point of reverse curvature of a curve concave Southerly having a radius of 970.00 feet and a chord bearing of S82°47'01"W; thence Westerly along the arc of said curve through a central angle of 28°17'43" for a distance of 479.03 feet to the point of tangency; thence S68°38'09"W, 533.49 feet to the POINT OF BEGINNING.

Containing 1.955 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SCHEDULE 2

INITIAL LIGHTING PLAN

The Lighting Service shall include the installation, operation and maintenance of all lighting facilities as described below including poles, wires, fixtures and associated parts contained.

MATERIAL LIST

16ea- POLE ALUM 20' RND DIRECT BURIED BRONZE FINISH 4"0D TENON

TOP HAPCO # B25426 / OUC # 036-27508

16ea- LUMINAIRE 87W LED POST TOP GE BRONZE CONTEMPORARY

STYLE GE # EPCTOB3412BRONZE / OUC # 036-23120

The storage of any material on site, installation of conduit and junction boxes are customer's responsibility, installed to OUC specifications. Customer must meet OUC specifications prior to installation. OUC will supply and install wiring within conduit.

SCHEDULE 3**INITIAL PHASE UPGRADE COST PAYMENT TERMS****LIGHTING SERVICE****FEES: RATE PER****MONTH**

Facilities Upgrade	\$ 266.20
Maintenance Upgrade	\$ 61.60
Fuel and Energy Upgrade	\$ <u>0.00</u>
Total	\$ 327.80

Initial invoice will be billed for the full facilities upgrade, while maintenance, fuel, and energy will be billed proportionate to the quantity of energized lights.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Schedule 3 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The facilities upgrade portion of the Lighting Service Fees shall remain fixed for the term of this Agreement.

Nemours Parkway Phase 7

---THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION---

**ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE
For NEMOURS PARKWAY PHASE 7**

THIS ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE ("Assignment") is made and entered into as of the ____ day of _____, 20____ ("Transfer Date"), by **Greenway Improvement District**, (the "Assignor") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 , and **Midtown Improvement District**, (the "Assignee") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, for services address 0 Nemours Pkwy, Orlando FL ("Service Address").

WITNESSETH:

A. Assignor and Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida ("OUC"), entered into that certain Service Agreement for Lighting Service dated May 23, 2019 ("Agreement") for the Service Address.

B. Agreement was recorded in the Public Records of Orange County and was assigned public records document number 20190350196.

C. Assignor has provided to Assignee a copy of the Agreement (and any applicable amendments to same).

D. Assignor desires to assign its interests, rights, duties and obligations in and to the Agreement as of the Transfer Date, and Assignee desires to accept the assignment of Assignor's interests, rights, duties and obligations in and to the Agreement as of the Transfer Date.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim, interests, duties and obligations, if any, in, to and under the Agreement.

2. As of the Transfer Date, Assignee hereby assumes the foregoing assignment of the Agreement and agrees to assume and perform all duties and obligations under the Agreement.

3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.

7. Assignor and Assignee agree to cooperate with each other in regard to notifying governmental agencies and executing any additional documentation requested by said governmental agencies to register and establish the rights and obligations of the Assignee or its designee(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT

BLANK. SIGNATURE PAGES TO FOLLOW.]

THIS ASSIGNMENT has been executed the day and year set forth above for NEMOURS PARKWAY PHASE 7.

Signed, sealed and delivered in the presence of:

“ASSIGNOR”

Witness

GREENEWAY IMPROVEMENT DISTRICT a
Florida a local unit of special purpose government

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **GREENEWAY IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for NEMOURS PARKWAY PHASE 7.

Signed, sealed and delivered in the presence of:

“ASSIGNEE”

Witness

MIDTOWN IMPROVEMENT DISTRICT, a
Florida and Florida Legislature

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **MIDTOWN IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for NEMOURS PARKWAY PHASE 7.

The undersigned hereby joins and consents to the foregoing assignment from Assignor to Assignee and the recording of this Assignment in the Public Records of Orange County Florida.

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

“OUC”

Orlando Utilities Commission, a statutory Commission under the laws of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by OUC Legal Dept.

Date: _____ By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this by means of () physical presence or () online notarization on this ____ day of _____, 20__ by CLINT BULLOCK, as General Manager, CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said Commission. He is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____



DOC# 20190350196
06/06/2019 12:33:03 PM Page 1 of 21
Rec Fee: \$180.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: ORLANDO UTILITIES COM COM

**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**
NEMOURS PARKWAY PHASE 7

(Orlando Utilities Commission/City of Orlando and Property Owner/Developer))

This Master Lighting Installation, Upgrade and Service Agreement (“**Agreement**”) is entered into this 23rd day of May, 2019, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established to Chapter 190, Florida Statutes, whose address is 8529 South Park Circle, Suite 330, Orlando, FL 32819 (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “**City**”) certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. RECITALS.

The above Recitals are true and correct, and form a material part of this Agreement.

2. OUC DUTIES.

2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".

2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".

2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of

(a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that Phase in compliance with OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "Service Conditions"). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for

the Units are more particularly described on Exhibit 2 attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Exhibit 3, attached hereto and incorporated herein by this reference, in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Exhibit 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.

3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Exhibit 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner

inconsistent with the Orlando Utilities Commission's Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity, including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under Florida law.

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, license or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licenses or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC. Notwithstanding anything herein to the contrary, the parties shall be entitled to any sovereign immunity defenses to which it may be entitled, and the parties do not in any way expand or waive limitations of liability afforded to the parties by virtue of their sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by

OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for

that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.

5.13. [OPTIONAL PARAGRAPH FOR BANNER ARMS] The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered
in the presence of:

Name: LARRY KAUFMANN

Name: JEFFREY J. REYNOLDS

**GREENEWAY IMPROVEMENT
DISTRICT**, a local unit of special purpose
government established pursuant to Chapter
190, Florida Statutes Tax ID: 050561077

By: _____

Name: Richard Lovey

Title: Chair

Date: 3.19.19

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of March, 2019,
by Richard Lovey - Chairman, as _____ of the _____,
who is ☒ personally known to me or ☐
produced the following identification: _____, and who did not take an
oath.



Victoria L. Mullins
Notary Public

Victoria L. Mullins
Printed Name Below Signature

May 06, 2022
My Commission Expires

Signed, sealed and delivered
in the presence of:

[Signature]
Name: Patricia A. Notariello

[Signature]
Name: Kathleen L. Playstrell

ORLANDO UTILITIES COMMISSION

By: *[Signature]*
Clint Bullock
General Manager & CEO

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

[Signature]
Attorney for OUC

Date: May 17, 2019

Attest: *[Signature]*

Name: ELIZABETH M. MASON

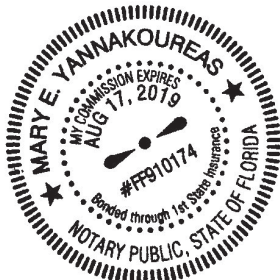
Title: ASSISTANT SECRETARY

Date: 5/23/19

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of May, 2019, by Clint Bullock, as General Manager and CEO of **ORLANDO UTILITIES COMMISSION**, who is [] personally known to me or [] produced the following identification: *[Signature]*, and who did not take an oath.



[Signature]
Notary Public
Mary Yannakoureas
Printed Name Below Signature
Aug 17th 2019
My Commission Expires

EXHIBIT 1

THE PROPERTY

See attached description and sketch

**LAKE NONA SOUTH
NEMOURS PARKWAY PHASE 7
BCID and GID Portions
(ROAD PORTION – EXCLUDING LIFTSTATION)**

DESCRIPTION:

That part of Section 25, Township 24 South, Range 30 East and Section 30, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Southeast Corner of Nemours Parkway, according to the plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence N11°23'49"W along the Easterly line of said plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, for a distance of 30.00 feet to the Northerly line of lands described in Official Records Document Number 20160591806, of the Public Records of Orange County and a point on a non-tangent curve concave Northerly having a radius of 3030.00 feet and a chord bearing of N75°23'19"E; thence departing said Easterly line of said plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1 run Easterly along said Northerly line and the arc of said curve through a central angle of 06°25'44" for a distance of 339.99 feet to the point of tangency; thence N72°10'27"E along said Northerly line, 55.07 feet; thence N00°00'16"W along said Northerly line, 94.54 feet to the Southeast corner of Lot 1, NEMOURS CHILDREN'S HOSPITAL, according to the plat thereof as recorded in Plat Book 73, Pages 81 through 83, of the Public Records of Orange County, Florida; thence departing said Northerly line run N72°10'27"E along the Northeasterly prolongation of the Southerly line of said Lot 1, for a distance of 22.22 feet; thence departing said Northeasterly prolongation run N13°52'07"W, 2.00 feet; thence N72°10'27"E, 146.09 feet to the point of curvature of a curve concave Southerly having a radius of 1537.45 feet and a chord bearing of N78°46'26"E; thence Easterly along the arc of said curve through a central angle of 13°12'00" for a distance of 354.20 feet to the point of tangency; thence N85°22'26"E, 121.00 feet to the point of curvature of a curve concave Southerly having a radius of 1637.00 feet and a chord bearing of S87°13'33"E; thence Easterly along the arc of said curve through a central angle of 14°48'01" for a distance of 422.86 feet to the point of tangency; thence S79°49'33"E, 195.92 feet to the point of curvature of a curve concave Southerly having a radius of 1037.00 feet and a chord bearing of S73°58'29"E; thence Easterly along the arc of said curve through a central angle of 11°42'08" for a distance of 211.80 feet to the point of reverse curvature of a curve concave Northerly having a radius of 963.00 feet and a chord bearing of S74°50'11"E; thence Easterly along the arc of said curve through a central angle of 13°25'32" for a distance of 225.65 feet to the point of tangency; thence S81°32'57"E, 343.56 feet to the point of curvature of a curve concave Southerly having a radius of 1037.00 feet and a chord bearing of S74°16'27"E; thence Easterly along the arc of said curve through a central angle of 14°33'00" for a distance of 263.34 feet to the point of reverse curvature of a curve concave Northerly having a radius of 588.00 feet and a chord bearing of N89°31'07"E; thence Easterly along the arc of said curve through a central angle of 46°57'53" for a distance of 481.98 feet to the point of tangency; thence N66°02'10"E, 121.31 feet to the Westernmost corner of Nemours Parkway, according to the plat of LAUREATE PARK PHASE 7, as recorded in Plat Book 90, Pages 7 through 32, of the Public Records of Orange County, Florida; thence S23°57'50"E along the Westerly line of said plat of LAUREATE PARK PHASE 7 for a distance of 79.00 feet; thence departing said Westerly line run S66°02'10"W, 121.31 feet to the point of curvature of a curve concave Northerly having a radius of 667.00 feet and a chord bearing of S89°31'07"W; thence Westerly along the arc of said curve through a central angle of

46°57'53" for a distance of 546.73 feet to the point of reverse curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of N74°16'27"W; thence Westerly along the arc of said curve through a central angle of 14°33'00" for a distance of 243.28 feet to the point of tangency; thence N81°32'57"W, 343.56 feet to the point of curvature of a curve concave Northerly having a radius of 1042.00 feet and a chord bearing of N74°50'11"W; thence Westerly along the arc of said curve through a central angle of 13°25'32" for a distance of 244.16 feet to the point of reverse curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of N73°58'29"W; thence Westerly along the arc of said curve through a central angle of 11°42'08" for a distance of 195.66 feet to the point of tangency; thence N79°49'33"W, 195.92 feet to the point of curvature of a curve concave Southerly having a radius of 1558.00 feet and a chord bearing of N86°34'19"W; thence Westerly along the arc of said curve through a central angle of 13°29'31" for a distance of 366.88 feet to the point of compound curvature of a curve concave Southerly having a radius of 774.00 feet and a chord bearing of S79°25'41"W; thence Westerly along the arc of said curve through a central angle of 14°30'29" for a distance of 195.99 feet to the point of tangency; thence S72°10'27"W, 446.49 feet; thence N13°52'07"W, 2.00 feet; thence S72°10'27"W, 97.58 feet to the point of curvature of a curve concave Northerly having a radius of 3065.00 feet and a chord bearing of S75°23'19"W; thence Westerly along the arc of said curve through a central angle of 06°25'44" for a distance of 343.92 feet to a non-tangent line; thence N11°23'49"W, 5.00 feet to the POINT OF BEGINNING.

AND

That part of Section 25, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

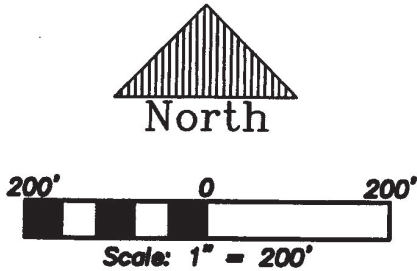
Commence at the Southeast Corner of Nemours Parkway, according to the plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence N11°23'49"W along the Easterly line of said plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, for a distance of 30.00 feet to the POINT OF BEGINNING; thence continue N11°23'49"W along said Easterly line, 90.00 feet to the Southerly line of Lot 1, NEMOURS CHILDREN'S HOSPITAL, according to the plat thereof as recorded in Plat Book 73, Pages 81 through 83, of the Public Records of Orange County, Florida and a point on a non-tangent curve concave Northerly having a radius of 2940.00 feet and a chord bearing of N75°23'19"E; thence Easterly along said Southerly line and the arc of said curve through a central angle of 06°25'44" for a distance of 329.89 feet to the point of tangency; thence N72°10'27"E along said Southerly line, 84.01 feet to the Southeast corner of said Lot 1 and a point on the Northerly line of lands described in Official Records Document Number 20160591806, of the Public Records of Orange County, Florida; thence departing said Southerly line run the following three (3) courses and distances along said Northerly line: S00°00'16"E, 94.54 feet; S72°10'27"W, 55.07 feet to the point of curvature of a curve concave Northerly having a radius of 3030.00 feet and a chord bearing of S75°23'19"W; thence Westerly along the arc of said curve through a central angle of 06°25'44" for a distance of 339.99 feet to the POINT OF BEGINNING.

Being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

SEE SHEETS 1 - 3 FOR SKETCH.
SEE SHEET 4 FOR LEGAL DESCRIPTION,
NOTES AND LEGEND.



EAST LINE LOT 1
NEMOURS CHILDREN'S HOSPITAL
(PB 73, PGS 81-83)

(PROPOSED)
TRACT LS-1
NOT PLATTED

NOT PLATTED

SECTION 24-24-30
SECTION 25-24-30

(PROPOSED)
TRACT OS-1
NOT PLATTED

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N11°23'49"W	120.00'
L2	N72°10'27"E	84.01'
L3	N72°10'27"E	22.22'
L4	N13°52'07"W	2.00'
L5	N72°10'27"E	148.08'
L14	S72°10'27"W	448.49'
L15	N13°52'07"W	2.00'
L16	S72°10'27"W	53.76'
L17	N00°00'16"W	131.30'

LOT 1
NEMOURS CHILDREN'S HOSPITAL
(PLAT BOOK 73, PAGES 81-83)

NEMOURS PARKWAY
(NEMOURS PARKWAY AT
LAKE NONA PHASE 1
(PB 73, PGS 78-80)
(120' WIDE R/W)

SOUTHERLY LINE LOT 1
NEMOURS CHILDREN'S HOSPITAL
(PB 73, PGS 81-83)

EASTERLY LINE,
NEMOURS PARKWAY
AT LAKE NONA PHASE 1
PB 73, PGS 78-80

POINT OF COMMENCEMENT

SE CORNER NEMOURS PARKWAY,
NEMOURS PARKWAY AT LAKE NONA
PHASE 1, PB 73, PGS 78-80

POB
SOUTHEAST CORNER OF
LOT 1 NEMOURS
CHILDREN'S HOSPITAL
(PB 73, PGS 81-83)

NORTHEASTERLY
PROLONGATION OF THE
SOUTHERLY LINE OF LOT 1
NEMOURS CHILDREN'S
HOSPITAL (PB 73, PGS 81-83)

(PROPOSED)
NEMOURS PARKWAY

SOUTHERLY
PROLONGATION OF THE
EAST LINE LOT 1
NEMOURS CHILDREN'S
HOSPITAL
(PB 73, PGS 81-83)

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2940.00'	6°25'44"	328.89'	328.72'	N75°23'10"E
C2	1537.45'	13°12'00"	354.20'	353.42'	N78°46'26"E
C13	774.00'	14°30'29"	195.99'	195.46'	S79°25'41"W

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH
NEMOURS PARKWAY PHASE 7 - GID PORTION OUC LIGHTING AGREEMENT

DATE BY DESCRIPTION

REVISIONS



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Robert "Tyler" Sears October 04, 2018
Florida Registered Surveyor and Mapper
Certificate No. 6850
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

DRAWN BY: RTS
DATE: 10/2018

CHECKED BY: RTS
DATE: 10/2018

JOB NO.
16106

SCALE
1"=200'

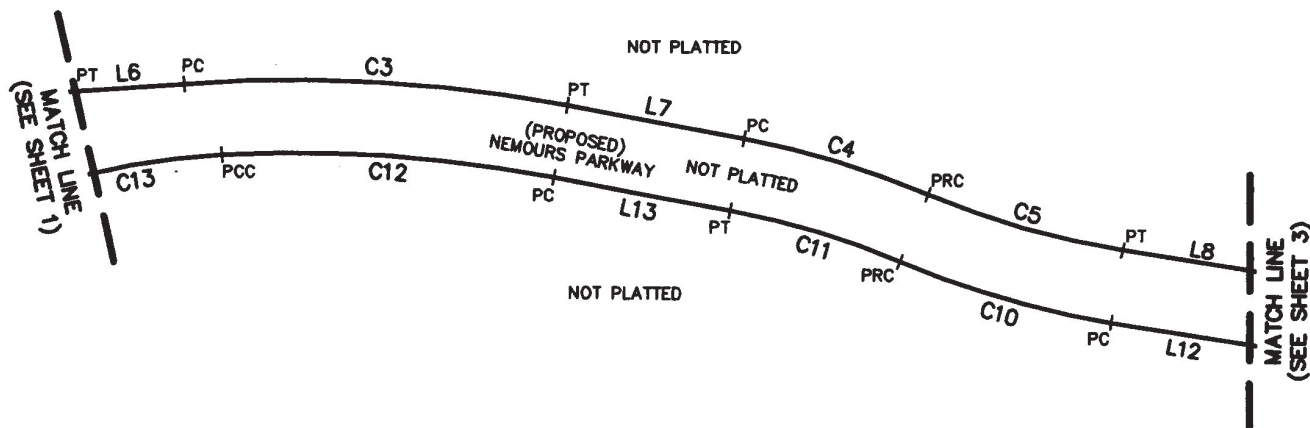
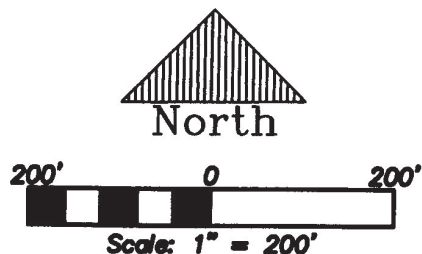
SHEET 1
OF 4

SKETCH OF DESCRIPTION

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

SEE SHEETS 1 - 3 FOR SKETCH.
SEE SHEET 4 FOR LEGAL DESCRIPTION,
NOTES AND LEGEND.

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L6	N85°22'28"E	121.00'
L7	S79°49'33"E	195.92'
L8	S81°32'57"E	343.56'
L12	N81°32'57"W	343.56'
L13	N79°49'33"W	195.92'



CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	1637.00'	14°48'01"	422.86'	421.68'	S87°13'33"E
C4	1037.00'	11°42'08"	211.80'	211.43'	S73°58'29"E
C5	963.00'	13°25'32"	225.65'	225.13'	S74°50'11"E
C10	1042.00'	13°25'32"	244.16'	243.60'	N74°50'11"W
C11	958.00'	11°42'08"	195.66'	195.32'	N73°58'29"W
C12	1558.00'	13°29'31"	366.88'	366.03'	N86°34'19"W
C13	774.00'	14°30'29"	195.99'	195.46'	S79°25'41"W

PREPARED FOR: **LAKE NONA LAND COMPANY, LLC**

LAKE NONA SOUTH - NEMOURS PARKWAY PHASE 7 - GID PORTION OUC LIGHTING AGREEMENT



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: RTS
DATE: 10/2018

CHECKED BY: RTS
DATE: 10/2018

JOB NO.
16106

SCALE
1"=200'

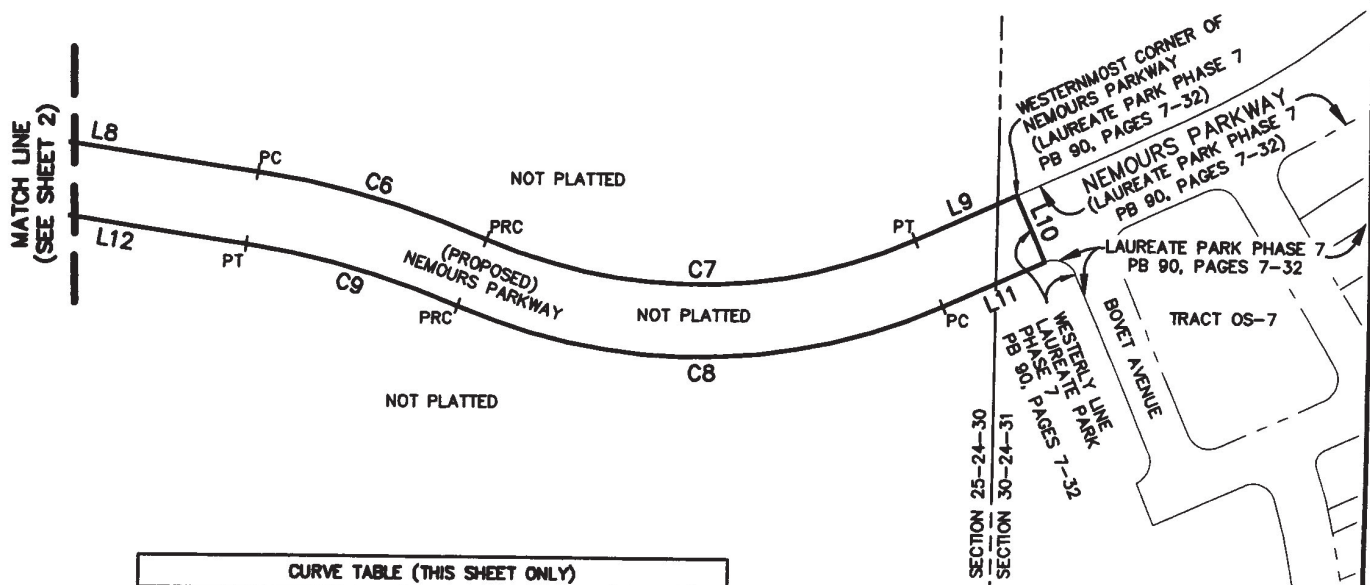
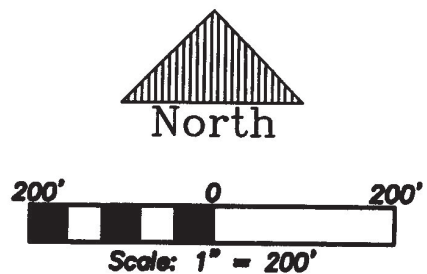
SHEET 2
OF 4

SKETCH OF DESCRIPTION

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

SEE SHEETS 1 - 3 FOR SKETCH.
SEE SHEET 4 FOR LEGAL DESCRIPTION,
NOTES AND LEGEND.

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L8	S81°32'57"E	343.56'
L9	N86°02'10"E	121.31'
L10	S23°57'50"E	79.00'
L11	S66°02'10"W	121.31'
L12	N81°32'57"W	343.56'



CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C6	1037.00'	14°33'00"	283.34'	282.63'	S74°16'27"E
C7	588.00'	46°57'53"	481.98'	468.60'	N89°31'07"E
C8	667.00'	46°57'53"	546.73'	531.55'	S89°31'07"W
C9	958.00'	14°33'00"	243.28'	242.63'	N74°16'27"W

PREPARED FOR: **LAKE NONA LAND COMPANY, LLC**
LAKE NONA SOUTH - NEMOURS PARKWAY PHASE 7 - GID PORTION OUC LIGHTING AGREEMENT



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>RTS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>16106</u>	SCALE <u>1"=200'</u>	SHEET <u>3</u>
DATE: <u>10/2018</u>	DATE: <u>10/2018</u>			OF <u>4</u>

SKETCH OF DESCRIPTION

SEE SHEETS 1 - 3 FOR SKETCH.
SEE SHEET 4 FOR LEGAL DESCRIPTION,
NOTES AND LEGEND.

DESCRIPTION:

That part of Section 25, Township 24 South, Range 30 East and Section 30, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Southeast Corner of Nemours Parkway, according to the plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence N11°23'49"W along the Easterly line of said NEMOURS PARKWAY AT LAKE NONA PHASE 1, for a distance of 120.00 feet to the Southerly line of Lot 1, NEMOURS CHILDREN'S HOSPITAL, according to the plat thereof, as recorded in Plat Book 73, Pages 81 through 83, of the Public Records of Orange County, Florida and a non-tangent curve concave Northerly having a radius of 2940.00 feet and a chord bearing of N75°23'19"E; thence departing said Easterly line run Easterly along said Southerly line through a central angle of 06°25'44" for a distance of 329.89 feet to the point of tangency; thence N72°10'27"E along said Southerly line, 84.01 feet to the POINT OF BEGINNING and the Southeast corner of said Lot 1; thence departing said Southerly line run N72°10'27"E along the Northeasterly prolongation of said Southerly line of Lot 1, for a distance of 22.22 feet; thence departing said Northeasterly prolongation run N13°52'07"W, 2.00 feet; thence N72°10'27"E, 146.09 feet to the point of curvature of a curve concave Southerly having a radius of 1537.45 feet and a chord bearing of N78°46'26"E; thence Easterly along the arc of said curve through a central angle of 13°12'00" for a distance of 354.20 feet to the point of tangency; thence N85°22'26"E, 121.00 feet to the point of curvature of a curve concave Southerly having a radius of 1637.00 feet and a chord bearing of S87°13'33"E; thence Easterly along the arc of said curve through a central angle of 14°48'01" for a distance of 422.86 feet to the point of tangency; thence S79°49'33"E, 195.92 feet to the point of curvature of a curve concave Southerly having a radius of 1037.00 feet and a chord bearing of S73°58'29"E; thence Easterly along the arc of said curve through a central angle of 11°42'08" for a distance of 211.80 feet to the point of reverse curvature of a curve concave Northerly having a radius of 963.00 feet and a chord bearing of S74°50'11"E; thence Easterly along the arc of said curve through a central angle of 13°25'32" for a distance of 225.65 feet to the point of tangency; thence S81°32'57"E, 343.56 feet to the point of curvature of a curve concave Southerly having a radius of 1037.00 feet and a chord bearing of S74°16'27"E; thence Easterly along the arc of said curve through a central angle of 14°33'00" for a distance of 263.34 feet to the point of reverse curvature of a curve concave Northerly having a radius of 588.00 feet and a chord bearing of N89°31'07"E; thence Easterly along the arc of said curve through a central angle of 46°57'53" for a distance of 481.98 feet to the point of tangency; thence N66°02'10"E, 121.31 feet to the Westernmost corner of Nemours Parkway, according to the plat of LAUREATE PARK PHASE 7, as recorded in Plat Book 90, Pages 7 through 32, of the Public Records of Orange County, Florida; thence S23°57'50"E along the Westerly line of said LAUREATE PARK PHASE 7 for a distance of 79.00 feet; thence departing said Westerly line run S66°02'10"W, 121.31 feet to the point of curvature of a curve concave Northerly having a radius of 667.00 feet and a chord bearing of S89°31'07"W; thence Westerly along the arc of said curve through a central angle of 46°57'53" for a distance of 546.73 feet to the point of reverse curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of N74°16'27"W; thence Westerly along the arc of said curve through a central angle of 14°33'00" for a distance of 243.28 feet to the point of tangency; thence N81°32'57"W, 343.56 feet to the point of curvature of a curve concave Northerly having a radius of 1042.00 feet and a chord bearing of N74°50'11"W; thence Westerly along the arc of said curve through a central angle of 13°25'32" for a distance of 244.16 feet to the point of reverse curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of N73°58'29"W; thence Westerly along the arc of said curve through a central angle of 11°42'08" for a distance of 195.66 feet to the point of tangency; thence N79°49'33"W, 195.92 feet to the point of curvature of a curve concave Southerly having a radius of 1558.00 feet and a chord bearing of N86°34'19"W; thence Westerly along the arc of said curve through a central angle of 13°29'31" for a distance of 366.88 feet to the point of compound curvature of a curve concave Southerly having a radius of 774.00 feet and a chord bearing of S79°25'41"W; thence Westerly along the arc of said curve through a central angle of 14°30'29" for a distance of 195.99 feet to the point of tangency; thence S72°10'27"W, 446.49 feet; thence N13°52'07"W, 2.00 feet; thence S72°10'27"W, 53.76 feet to the Southerly prolongation of the East line of aforesaid Lot 1; thence N00°00'16"W along said Southerly prolongation, 131.30 feet to the POINT OF BEGINNING.

Being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the Easterly line of NEMOURS PARKWAY AT LAKE NONA PHASE 1, (Plat Book 73, Pages 78 through 80), being N11°23'49"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- No facilities associated with this Sketch of Description have been field located by Donald W. McIntosh Associates, Inc.

LEGEND

SECTION 25-24-30	SECTION, TOWNSHIP, RANGE
POB	POINT OF BEGINNING
DOC#	OFFICIAL RECORDS DOCUMENT
	NUMBER PUBLIC RECORDS OF
	ORANGE COUNTY, FLORIDA
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
NT	NON-TANGENT
R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PCC	POINT OF COMPOUND CURVATURE
P-C	POINT OF CUSP
PRC	POINT OF REVERSE CURVATURE
L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)

PREPARED FOR: **LAKE NONA LAND COMPANY, LLC**

LAKE NONA SOUTH - NEMOURS PARKWAY PHASE 7 - GID PORTION OUC LIGHTING AGREEMENT



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: RTS
DATE: 10/2018

CHECKED BY: RTS
DATE: 10/2018

JOB NO.
16106

SCALE
N/A

SHEET 4
OF 4

EXHIBIT 1 (Continued)**OUTAGE REPORTING**

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>**PROPERTY / PREMISE LOCATION INFORMATION**

Premise Name:	Nemours Parkway Phase 7
Premise Address:	Nemours Parkway
City, State, Zip:	Orlando, FL
Premise Number:	

BILLING INFORMATION

Billing Contract Name:	
Billing Address:	
City, State, Zip:	
Billing Contact Name:	
Billing Contact Phone:	
Federal Tax ID:	05-0561077

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number:	8795843030
Work Request No:	615438
Comments:	

EXHIBIT 2

INITIAL LIGHTING PLAN

- (23ea) 20' Bronze Alum Pole / OUC # 036-27508
- (33ea) 20' Black Alum Pole / OUC # 036-27517
- (13ea) 83w GE Bronze Post Top Type III Fixture / OUC # 036-23120
- (10ea) 83w GE Bronze Post Top Type V Fixture / OUC # 036-23132
- (31ea) 83w GE Black Post Top Type III Fixture / OUC # 036-23225
- (2ea) 83w GE Black Post Top Type V Fixture / OUC # 036-23224
- (2ea) 85w LED Floodlight / OUC # 036-23178

Customer is responsible for Conduit, junction boxes, and pull string, per OUC spec

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

Customer elects to make an Up-Front Payment for the OUC Lighting System of \$0.00.

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of[\$ 1034.36 ***] . Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

*** Actual billed amount will be based on the as-built drawings and lighting equipment installed in the field as certified by the Customer and OUC Representative on the Certificate of Completion form in Schedule 4.

Certificate of Completion

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance; _____; Fuel & Energy _____.

Original Lighting System Poles & Fixtures and Installation Scope:

(Original Streetlight Fixture/Pole type/quantity listed here)

As-built Lighting System Poles & Fixtures and Installation Scope:

(As-built Streetlight Fixture/Pole type/quantity listed here)

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date

Authorized Customer Representative; Printed Name & Signature Date _____

Pixon

---THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION---

**ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE
For PIXON**

THIS ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE ("Assignment") is made and entered into as of the ____ day of _____, 20____ ("Transfer Date"), by **Greenway Improvement District**, (the "Assignor") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, and **Midtown Improvement District**, (the "Assignee") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, for services address 0 TAVISTOCK LAKE BLVD ROAD F INTERSECT. TO E NARCOOSSEE, Orlando FL ("Service Address").

WITNESSETH:

A. Assignor and Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida ("OUC"), entered into that certain Service Agreement for Lighting Service dated July 10, 2019 ("Agreement") for the Service Address.

B. Agreement was recorded in the Public Records of Orange County and was assigned public records document number 20190441896.

C. Assignor has provided to Assignee a copy of the Agreement (and any applicable amendments to same).

D. Assignor desires to assign its interests, rights, duties and obligations in and to the Agreement as of the Transfer Date, and Assignee desires to accept the assignment of Assignor's interests, rights, duties and obligations in and to the Agreement as of the Transfer Date.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim, interests, duties and obligations, if any, in, to and under the Agreement.

2. As of the Transfer Date, Assignee hereby assumes the foregoing assignment of the Agreement and agrees to assume and perform all duties and obligations under the Agreement.

3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.

7. Assignor and Assignee agree to cooperate with each other in regard to notifying governmental agencies and executing any additional documentation requested by said governmental agencies to register and establish the rights and obligations of the Assignee or its designee(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT

BLANK. SIGNATURE PAGES TO FOLLOW.]

THIS ASSIGNMENT has been executed the day and year set forth above for PIXON.

Signed, sealed and delivered in the
presence of:

“ASSIGNOR”

Witness

GREENEWAY IMPROVEMENT DISTRICT a
Florida a local unit of special purpose government

Print Name

By:_____

Name:_____

Witness

Title:_____

Print Name

Date:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **GREENEWAY IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary_____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for PIXON.

Signed, sealed and delivered in the
presence of:

“ASSIGNEE”

Witness

MIDTOWN IMPROVEMENT DISTRICT, a
Florida and Florida Legislature

Print Name

By:_____

Witness

Name:_____

Print Name

Title:_____

Date:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **MIDTOWN IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary_____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for PIXON.

The undersigned hereby joins and consents to the foregoing assignment from Assignor to Assignee and the recording of this Assignment in the Public Records of Orange County Florida.

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

“OUC”

Orlando Utilities Commission, a statutory Commission under the laws of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by OUC Legal Dept.
Date: _____ By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this by means of () physical presence or () online notarization on this ____ day of _____, 20__ by CLINT BULLOCK, as General Manager, CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said Commission. He is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____



DOC# 20190441896
07/18/2019 11:59:43 AM Page 1 of 15
Rec Fee: \$129.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: ORLANDO UTILITIES COM COM

**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**
PIXON

(Orlando Utilities Commission/City of Orlando and Property Owner/Developer))

This Master Lighting Installation, Upgrade and Service Agreement ("Agreement") is entered into this 10th day of July, 2019, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 ("OUC"), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established to Chapter 190, Florida Statutes, whose address is 8529 South Park Circle, Suite 330, Orlando, FL 32819 (the "Customer").

RECITALS

A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the "Property").

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the "City") certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. RECITALS.

The above Recitals are true and correct, and form a material part of this Agreement.

2. OUC DUTIES.

2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".

2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".

2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of

(a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that Phase in compliance with OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "Service Conditions"). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for

the Units are more particularly described on Exhibit 2 attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Exhibit 3, attached hereto and incorporated herein by this reference, in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Exhibit 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.

3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Exhibit 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner

inconsistent with the Orlando Utilities Commission's Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity, including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under Florida law.

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, licensee or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licensees or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC. Notwithstanding anything herein to the contrary, the parties shall be entitled to any sovereign immunity defenses to which it may be entitled, and the parties do not in any way expand or waive limitations of liability afforded to the parties by virtue of their sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by

OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for

that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.

5.13. [OPTIONAL PARAGRAPH FOR BANNER ARMS] The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered
in the presence of:

Jennifer L. Walden
Name: JENNIFER WALDEN

Name: JENNIFER L. WALDEN

**GREENWAY IMPROVEMENT
DISTRICT**, a local unit of special purpose
government established pursuant to Chapter
190, Florida Statutes Tax ID: 050561077

By: [Signature]

Name: Richard Levey

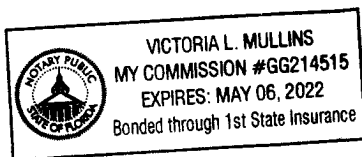
Title: Chairman

Date: 4-14-19

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of April, 2019,
by Richard Levey, as Chair of the Greenway ID, who is HT personally known to me or []
produced the following identification: _____, and who did not take an
oath.



Victoria L. Mullins
Notary Public

Victoria L. Mullins
Printed Name Below Signature

May 06, 2022
My Commission Expires

Signed, sealed and delivered
in the presence of:

Patricia A. Notaricella
Name: PATRICIA A. NOTARICELLA

Mary Yennararces
Name: MARY YENNARARCES

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Wayne Mann
Attorney for OUC

Date: July 1st, 2019

ORLANDO UTILITIES COMMISSION

By: *Clint Bullock*
Clint Bullock
General Manager & CEO

Attest: *Elizabeth N. Mason*

Name: ELIZABETH N. MASON

Title: ASSISTANT SECRETARY

Date: 7/10/19

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of July, 2019, by Clint Bullock, as General Manager and CEO of **ORLANDO UTILITIES COMMISSION**, who is [☒] personally known to me or [☐] produced the following identification: _____, and who did not take an oath.



Marlene Mendoza
Notary Public

Printed Name Below Signature

My Commission Expires

EXHIBIT 1

THE PROPERTY

“Within the public right-of-way of Tavistock Lake Boulevard shown within TAVISTOCK LAKES BOULEVARD PHASE 2, according to the plat thereof, as recorded in Plat Book 75, Page 103, of the Public Records of Orange County, Florida.”

EXHIBIT 1 (Continued)**OUTAGE REPORTING**

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>**PROPERTY / PREMISE LOCATION INFORMATION**

Premise Name:	Pixon
Premise Address:	Tavistock Lakes Blvd.
City, State, Zip:	Orlando, FL
Premise Number:	

BILLING INFORMATION

Billing Contract Name:	
Billing Address:	
City, State, Zip:	
Billing Contact Name:	
Billing Contact Phone:	
Federal Tax ID:	05-0561077

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number:	8795843030
Work Request No:	662261
Comments:	

EXHIBIT 2

INITIAL LIGHTING PLAN

(7ea) 16' Black AB Alum Pole w/Banner Arm / OUC # 036-21751

(7ea) 83w Black GE Post Top Fixture / OUC # 036-23225

Customer is responsible for Conduit, junction boxes, and pull string, per OUC spec

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

Customer elects to make an Up-Front Payment for the OUC Lighting System of \$0.00.

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of [\$ 191.41]. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

Certificate of Completion

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance; _____; Fuel & Energy _____.

Original Lighting System Poles & Fixtures and Installation Scope:

(Original Streetlight Fixture/Pole type/quantity listed here)

As-built Lighting System Poles & Fixtures and Installation Scope:

(As-built Streetlight Fixture/Pole type/quantity listed here)

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date

Authorized Customer Representative; Printed Name & Signature Date _____

Tavistock Lakes Blvd Cobra

---THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION---

**ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE
For TAVISTOCK LAKES BOULEVARD COBRA**

THIS ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE ("Assignment") is made and entered into as of the ____ day of _____, 20____ ("Transfer Date"), by **Greenway Improvement District**, (the "Assignor") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, and **Midtown Improvement District**, (the "Assignee") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, for services address 0 Tavistock Lakes Blvd, Orlando, FL, ("Service Address").

WITNESSETH:

A. Assignor and Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida ("OUC"), entered into that certain Service Agreement for Lighting Service dated May 21, 2012 ("Agreement") for the Service Address.

B. Agreement was recorded in the Public Records of Orange County and was assigned public records document number 20120296652.

C. Assignor has provided to Assignee a copy of the Agreement (and any applicable amendments to same).

D. Assignor desires to assign its interests, rights, duties and obligations in and to the Agreement as of the Transfer Date, and Assignee desires to accept the assignment of Assignor's interests, rights, duties and obligations in and to the Agreement as of the Transfer Date.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim, interests, duties and obligations, if any, in, to and under the Agreement.

2. As of the Transfer Date, Assignee hereby assumes the foregoing assignment of the Agreement and agrees to assume and perform all duties and obligations under the Agreement.

3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.

7. Assignor and Assignee agree to cooperate with each other in regard to notifying governmental agencies and executing any additional documentation requested by said governmental agencies to register and establish the rights and obligations of the Assignee or its designee(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT

BLANK. SIGNATURE PAGES TO FOLLOW.]

THIS ASSIGNMENT has been executed the day and year set forth above for TAVISTOCK LAKES BOULEVARD COBRA.

Signed, sealed and delivered in the presence of:

“ASSIGNOR”

Witness

GREENEWAY IMPROVEMENT DISTRICT a
Florida a local unit of special purpose government

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **GREENEWAY IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for TAVISTOCK LAKES BOULEVARD COBRA.

Signed, sealed and delivered in the presence of:

“ASSIGNEE”

Witness

MIDTOWN IMPROVEMENT DISTRICT, a
Florida and Florida Legislature

Print Name

By:_____

Witness

Name:_____

Print Name

Title:_____

Date:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **MIDTOWN IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary_____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for TAVISTOCK LAKES BOULEVARD COBRA.

The undersigned hereby joins and consents to the foregoing assignment from Assignor to Assignee and the recording of this Assignment in the Public Records of Orange County Florida.

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

“OUC”

Orlando Utilities Commission, a statutory Commission under the laws of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by OUC Legal Dept.

Date: _____ By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this by means of () physical presence or () online notarization on this ____ day of _____, 20__ by CLINT BULLOCK, as General Manager, CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said Commission. He is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

DOC# 20120296652 B: 10388 P: 1664
06/06/2012 04:05:45 PM Page 1 of 14
Rec Fee: \$120.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: ORLANDO UTILITIES COM COM


**LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT
Tavistock Lakes Boulevard Cobra**

THIS LIGHTING INSTALLATION, UPGRADE AND SERVICE AGREEMENT ("Agreement") is made effective as of this 21st day of May, 2012, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 ("**OUC**"), and **GREENEWAY IMPROVEMENT DISTRICT** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 12051 Corporate Boulevard, Orlando, Florida 32819, or its assigns (the "**Customer**").

RECITALS

A. The Customer is an individual, business entity, association or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in **Schedule 1** attached hereto and incorporated herein by this reference (the "**Property**").

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the "**City**") certain costs associated with lighting service for portions of the Property that have been or will be dedicated public roadways (the "**Dedicated Roadways**") and to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services within Dedicated Roadways by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES.**

2.1. OUC shall provide lighting for Dedicated Roadways within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "**Upgraded Lighting Facilities**"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits installed by Customer or its agents; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for Dedicated Roadways within the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "**Lighting Facilities**".

2.1.2. OUC shall maintain and operate the Lighting Facilities within Dedicated Roadways (the "**Maintenance Service**") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "**Electrical Service**") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer within the Dedicated Roadways and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "**Lighting Service**".

2.3. The Customer and OUC hereby acknowledge that the Property is part of an overall residential subdivision known as "Laureate Park" which will be platted and developed in more than one phase (each referenced individually as a "**Phase**" and collectively as the "**Phases**"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for Dedicated Roadways within the Phase covered by this Agreement (the "**Current Phase**"). Lighting Facilities for the Current

Phase shall be located and installed as more particularly depicted in the lighting construction plans set forth in **Schedule 2** attached hereto and incorporated herein by this reference (the "**Lighting Plan**"). Lighting Service for any subsequent Phases, if developed, must be implemented through subsequent, mutually agreed upon lighting plans for each such Phase and set out in a Lighting, Installation, Upgrade and Service Agreement for that Phase, which shall be based upon substantially the same terms and conditions of this Agreement in all material respects with modified schedules to address the design and pricing for that Phase.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to the Current Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) ; (ii) Customer must complete installation of Customer Lighting Facilities in compliance with the applicable Lighting Plan and OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "**Service Conditions**").

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "**Customer Lighting Facilities**"), in such locations as more particularly set forth in the Lighting Plan for the Current Phase. For purposes of the ongoing duties and rights of the parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer for the Current Phase and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC, or shall cause the granting of, all easements or provide for right-of-way dedications (not otherwise included in the Dedicated Roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities that are not located within Dedicated Roadways, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects located outside of the Dedicated Roadways and which are obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plan and shall be located either (a) in Dedicated Roadways, which have been dedicated to the public pursuant to a plat, or (b) to the extent necessary, in easements granted in favor of OUC lying in areas adjacent to the roadways and streets which are granted pursuant to a separate instrument for the Current Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install, Upgraded Lighting Facilities based on a phased approach. The specifications for the Upgraded Lighting Facilities are more particularly described on **Schedule 3** attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Costs associated with the Current Phase of the Property development in the amount set forth in **Schedule 3** in accordance with Section 4 below. The parties agree that the Upgrade Costs for the Current Phase as set forth in **Schedule 3** is comprised of the following costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the Current Phase and during the Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City, absent the Customer's upgrade request (the "**Facilities Upgrade Cost**").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "**Maintenance Upgrade Cost**").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "**Electrical Upgrade Cost**").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "**Upgrade Costs**").

4. **TERMS OF PAYMENT.**

4.1. For the Current Phase, Customer shall make payment of the Upgrade Costs in accordance with the **Schedule 3** to this Agreement. If the Customer fails to pay any installment(s) of the Upgrade Costs by the due date of such payment or otherwise makes payment in a manner inconsistent with the OUC's Administrative Policy Manual, as amended from time to time (the "**Manual**"), OUC shall provide the Customer with written notice of such failure, whereupon the Customer shall have ten (10) days within which to remedy such failure by making the required payment. In the event the Customer fails to make any payment within said ten-day period, OUC may suspend the provision of Electrical Service to the Current Phase until such time as the Upgrade Costs have been paid. If Customer's failure to pay continues for a period of ninety (90) days after the expiration of the ten-day grace period, then OUC may resort to any available remedy at law or equity, including the partial termination of this Agreement.

4.2. OUC shall be entitled to make an annual adjustment to the Maintenance Upgrade Cost of up to three percent (3%) per year. Fuel and energy charges shall be based on the then

applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC as contemplated under this subparagraph 4.2 shall be made by written notice to Customer setting forth the new rates and associated revisions to the applicable Upgrade Costs (the "**Increase Notice**"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything herein to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under the Florida law.

5. **MUTUAL AGREEMENTS.**

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility and shall indemnify OUC for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or negligence of an employee, agent, licensee or contractor of the Customer, and (ii) damaged for any reason by the Customer's employees, agents, licensees or contractors during the time period when active construction by Customer is ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. In the event Customer is responsible for any required repair or replacement as described in the preceding sentence for which Customer has failed to cause such repair and replacement within fifteen (15) days after receipt of written notice of such damage from OUC, then OUC shall have the right to cause such repair and/or replacement whereupon Customer shall reimburse OUC for the actual, reasonable expenses incurred thereby within thirty (30) days of receipt of an invoice therefor. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC; however, OUC shall not, unless required by applicable laws, regulations or ordinances, permit third parties to install or affix, any telecommunications-related devices, antenna or related equipment on or to the Lighting Facilities for the first ten (10) years of the initial Term as to the Current Phase, unless used for, and limited to, the internal communications of OUC associated with OUC's operations or that of the City of Orlando. Notwithstanding anything herein to the contrary, OUC shall be entitled to any sovereign immunity defenses to which it may be entitled, and OUC does not in any way expand or waive limitations of liability afforded to OUC by virtue of its sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to

OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder, other than as provided in Section 4.1 above, which shall remain uncured sixty (60) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to remove the Lighting Facilities in the Current Phase so long as such Lighting Facilities are simultaneously replaced with the City's standard lighting facilities (within Dedicated Roadways). In the event OUC elects to pursue its remedies as described in the preceding sentence, OUC shall be entitled to take possession of any or all items of the Lighting Facilities in the Current Phase and the Customer shall be responsible for the cost of removing such Lighting Facilities, with such work to be done by OUC and billed to the Customer; provided, further, that to the extent other services are being provided by OUC to Customer and are billed along with Lighting Services on a combined service bill, then the payment shortfall may cause such other services to be terminated or suspended as well in accordance with OUC's Administrative Policy Manual.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not, without OUC's permission, permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "**Effective Date**" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have an initial term of twenty (20) years (the "**Initial Term**"). The Term for the Current Phase shall begin on the date which is the earlier of (a) the date on which Customer elects to have OUC energize earlier Lighting Equipment installed prior to completion of installation of the final Lighting Facilities for the Current Phase, or (b) the date on which the final Lighting Equipment for that Phase is energized (the "**Commencement Date**"). The Term for the Current Phase shall end twenty (20) years after the Commencement Date. At Customer's election, upon written notice to OUC prior to the expiration of the Initial Term, may be renewed up to two (2) times for a period not to exceed five (5) years for each renewal period ("Subsequent Terms"). For purposes hereof, the Initial Term and each Subsequent Term, if any, shall be referred herein collectively as the "**Term**". During any Subsequent Term, Customer shall only be required to pay for the Maintenance Upgrade Cost for the Lighting Facilities. OUC agrees that after the Initial Term and any renewal period exercised by Customer, Customer may let the then current term expire in which case OUC may install standard street lighting and Customer shall not be required to pay for the cost of the Electrical Service (including fuel and energy charges) associated with the Lighting Facilities remaining within Dedicated Roadways at the end of the Initial Term or expiration of the Subsequent Term, whichever is applicable. If Customer chooses not to extend the use of the Upgraded Lighting Facilities, the Customer shall be responsible for the cost of

removing the Upgraded Lighting Facilities, with such work to be done by OUC and billed to the Customer.

Prior to the installation of full compliment of Lighting Equipment for the Current Phase, the Customer may request in writing to OUC that those Lighting Facilities then installed be energized for operation as completed by OUC rather than waiting for the full compliment of Lighting Equipment to be energized. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement based on the Commencement Date. Such billing shall be based on an adjusted Upgrade Cost for each billing period, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("**Proportional Upgrade Cost**").


5.13. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "**Banners**") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "**Banner Arms**"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

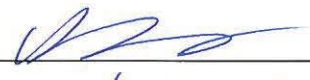
NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered
in the presence of:

GREENEWAY IMPROVEMENT
DISTRICT


Name: Patrick J. Pagusa

By: 
Richard Levey, Chairman


Name: Kathy Kittell

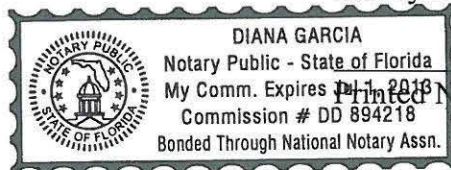
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10 day of January 2012, by Richard L. Levey as Chairman of **GREENEWAY IMPROVEMENT DISTRICT**

, who is [☒] personally known to me or [☐] produced the following identification:
_____, and who did not take an oath.


Notary Public



Printed Name Below Signature

My Commission Expires

Signed, sealed and delivered
in the presence of:

M. Mendoza
Name: Marlene Mendoza
Kathleen Blaylock
Name: Kathleen Blaylock

ORLANDO UTILITIES COMMISSION

By: [Signature]
Kenneth P. Ksionek
General Manager & CEO

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Attorney for OUC

Date: _____

Attest: [Signature]
Name: ELIZABETH M. MASON

Title: ASSISTANT SECRETARY

Approved as to form and legality
OUC Legal Department

DATE: 5-21-12 BY: w.m.

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of May, 2012, by Kenneth P. Ksionek, as General Manager and CEO of **ORLANDO UTILITIES COMMISSION**, who is [☒] personally known to me or [☐] produced the following identification: _____, and who did not take an oath.



[Signature]
Notary Public

Printed Name Below Signature

My Commission Expires

SCHEDULE 1
THE PROPERTY

See Attached

Exhibit "A" Legal Description

LAKE NONA SOUTH TAVISTOCK LAKES BOULEVARD PHASE 2 (PLAT DESCRIPTION)

DESCRIPTION:

That part of Sections 25 and 26, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Northernmost corner of Lot 2, according to the plat of UCF HEALTH SCIENCES CAMPUS AT LAKE NONA, as recorded in Plat Book 73, Pages 4 through 7, of the Public Records of Orange County, Florida; thence S68°16'58"E along the Northerly line of said Lot 2 for a distance of 405.02 feet; thence N90°00'00"E along said Northerly line, 235.12 feet to the Northeast corner of said Lot 2; thence N00°00'00"E along the Northerly prolongation of the East line of said Lot 2 for a distance of 206.08 feet to the POINT OF BEGINNING; thence S90°00'00"W, 33.30 feet to the point of curvature of a curve concave Northerly having a radius of 846.00 feet and a chord bearing of N79°08'29"W; thence Westerly along the arc of said curve through a central angle of 21°43'02" for a distance of 320.67 feet to the point of tangency; thence N68°16'58"W, 532.64 feet to the point of curvature of a curve concave Southerly having a radius of 40.00 feet and a chord bearing of S67°41'48"W; thence Westerly along the arc of said curve through a central angle of 88°02'28" for a distance of 61.46 feet to the Easterly right-of-way line of Lake Nona Boulevard, according to the plat of LAKE NONA BOULEVARD SECOND ADDITION, as recorded in Plat Book 72, Pages 97 through 99, of the Public Records of Orange County, Florida, and to the point of cusp of a curve concave Westerly having a radius of 1976.87 feet and a chord bearing of N21°08'49"E; thence Northerly along the arc of said curve and said Easterly right-of-way line through a central angle of 05°03'31" for a distance of 174.54 feet to the point of cusp of a curve concave Northeasterly having a radius of 40.00 feet and a chord bearing of S24°49'57"E; thence departing said Easterly right-of-way line run Southeasterly along the arc of said curve through a central angle of 86°54'01" for a distance of 60.67 feet to the point of tangency; thence S68°16'58"E, 534.41 feet to the point of curvature of a curve concave Northerly having a radius of 748.00 feet and a chord bearing of S79°08'29"E; thence Easterly along the arc of said curve through a central angle of 21°43'02" for a distance of 283.52 feet to the point of tangency; thence N90°00'00"E, 103.30 feet; thence S00°00'00"E, 12.00 feet; thence N90°00'00"E, 1742.65 feet to the point of curvature of a curve concave Southerly having a radius of 1240.00 feet and a chord bearing of S76°46'14"E; thence Easterly along the arc of said curve through a central angle of 26°27'31" for a distance of 572.62 feet to a non-tangent line; thence S26°27'31"W radial to said curve, 80.00 feet to a point on a non-tangent curve concave Southerly having a radius of 1160.00 feet and a chord bearing of N76°46'14"W; thence Westerly along the arc of said curve through a central angle of 26°27'31" for a distance of 535.68 feet to the point of tangency; thence S90°00'00"W, 1742.65 feet; thence S00°00'00"W, 6.00 feet; thence S90°00'00"W, 70.00 feet to the POINT OF BEGINNING.

SCHEDULE 2

INITIAL LIGHTING PLAN

The Lighting Service shall include the installation, operation and maintenance of all lighting facilities as described below including poles, wires, fixtures and associated parts contained.

MATERIAL LIST

29ea – 28' Concrete Pole – Octagon – Jade Green / OUC # 036-27500

29ea – Led, Black, Evolve, R150 Roadway Cobrahead, TYPE 2, Multi-Tap, 6000K.
GE # ERM0A360A2 BLACK / OUC # 036-23116

29ea – 2" x 6' Aluminum Black Arm / OUC # 036-25029

1 ea - Lighting Controllers

The storage of any material on site, installation of conduit, junction boxes, and bases are customer's responsibility, installed to OUC specifications. Customer must meet OUC specifications prior to installation. OUC will supply and install wiring within conduit.

SCHEDULE 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

LIGHTING SERVICE FEES:

RATE PER MONTH

Facilities Upgrade	\$624.24
Maintenance Upgrade	\$141.52
Fuel and Energy Upgrade	<u>\$0.00</u>
Total	\$765.76

Initial invoice will be billed for the full facilities upgrade, while maintenance, fuel, and energy will be billed proportionate to the quantity of energized lights.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Schedule 3 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The facilities upgrade portion of the Lighting Service Fees shall remain fixed for the term of this Agreement.

GREENEWAY IMPROVEMENT DISTRICT

**Requisition Nos. 721-722 Paid in May 2022
in an amount totaling \$314.75**

GREENEWAY IMPROVEMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from May 1, 2022 through May 31, 2022. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
721	Boggy Creek Improvement District	\$46.00
722	Donald W. McIntosh Associates	\$268.75
		\$314.75

**GREENEWAY IMPROVEMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS
2013**

(Acquisition and Construction Fund)

The undersigned, a Responsible Officer of the Greeneway Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2013, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2013 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition Number:** 721
- (B) **Name of Payee:** Boggy Creek Improvement District
- (C) **Amount Payable:** \$46.00
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Reimbursement for Construction-Related Legal Advertising, Split Between Boggy Creek, Greeneway, Myrtle Creek, Poitras East, and Midtown, Paid to Orlando Sentinel Out of Boggy Creek Series 2018 Construction Funds Requisition 242 (Reference OSC53146226 ; Ad: 7189896)
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013 Project and in accordance with the terms of the Acquisition Agreement;

RECEIVED

By Amanda Lane at 8:43 am, May 18, 2022

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT
DISTRICT



Responsible Officer

Date: 5/18/2022

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the cost of the 2013 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2013 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified.



Consulting Engineer Jeffrey J. Newton, PE

Date: 5/18/22

RECEIVED

By Amanda Lane at 8:43 am, May 18, 2022

**GREENEWAY IMPROVEMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS
2013**

(Acquisition and Construction Fund)

The undersigned, a Responsible Officer of the Greenway Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2013, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2013 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition Number:** 722
- (B) **Name of Payee:** Donald W. McIntosh Associates
- (C) **Amount Payable:** \$268.75
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoice 42591 for Project 23216 (Lake Nona Greeneway) Through 04/22/2022
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

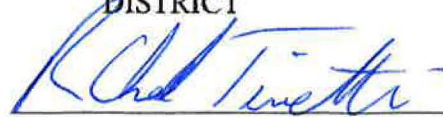
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013 Project and in accordance with the terms of the Acquisition Agreement;

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT
DISTRICT

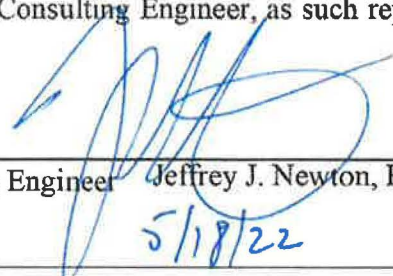


Responsible Officer

Date: 5/18/2022

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the cost of the 2013 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2013 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified.



Consulting Engineer Jeffrey J. Newton, PE

Date:

5/18/22

RECEIVED

By Amanda Lane at 8:43 am, May 18, 2022

GREENEWAY IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditure Paid in
May 2022 in an amount totaling \$77,872.38**

GREENWAY IMPROVEMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270• ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from May 1, 2022 through May 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$77,872.38**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Greenway Improvement District
AP Check Register (Current and History by Bank)
Check Dates: 5/1/2022 to 5/31/2022

Check No.	Date	Status	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01 - General Checking Account
3258	05/06/22	M	AAIKIN	Amanda Aikins	\$200.00
3259	05/06/22	M	CEPRA	Cepra Landscape	\$14,851.95
3260	05/06/22	M	DONMC	Donald W. McIntosh Associates	\$250.00
3261	05/06/22	M	DWC	DWC Outdoors & Hauling	\$9,300.00
3262	05/06/22	M	KUTAK	Kutak Rock	\$652.00
3263	05/06/22	M	MFRANK	Matthew Franko	\$200.00
3264	05/06/22	M	ORLS	Orlando Sentinel	\$1,355.02
3265	05/06/22	M	TRUSTE	US Bank as Trustee for Greenew	\$96,427.96
3266	05/20/22	M	BERMAN	Berman Construction LLC	\$1,859.99
3267	05/20/22	M	CEPRA	Cepra Landscape	\$4,152.00
3268	05/20/22	M	DONMC	Donald W. McIntosh Associates	\$506.50
3269	05/20/22	M	ORLS	Orlando Sentinel	\$237.50
3270	05/20/22	M	PFMGC	PFM Group Consulting	\$3,407.51
3271	05/20/22	M	TRUSTE	US Bank as Trustee for Greenew	\$59,630.28
3272	05/25/22	M	AAIKIN	Amanda Aikins	\$200.00
3273	05/25/22	M	AMUNRO	Antoinette Munroe	\$200.00
3274	05/25/22	M	CEPRA	Cepra Landscape	\$5,374.80
3275	05/25/22	M	VGLOBA	VGlobalTech	\$570.00
3276	05/25/22	M	BERMAN	Berman Construction LLC	\$1,859.99
3277	05/25/22	M	CEPRA	Cepra Landscape	\$14,851.95
BANK SUN REGISTER TOTAL:					\$216,087.45
GRAND TOTAL :					\$216,087.45

60,029.21	Checks 3258-3264, 3266-3270, 3272-3277
156,058.24	Checks 3265, 3271 (debt service)
79.79	PA 532 - OCU paid online
11,671.68	PA 534 - OUC paid online
6,091.70	PA 535 - April ICM paid to Boggy Creek
233,930.62	Total cash spent
77,872.38	O&M cash spent

GREENEWAY IMPROVEMENT DISTRICT

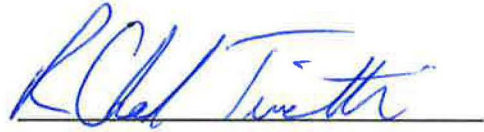
Payment Authorization #530

4/1/2022

Item No.	Payee	Invoice Number	General Fund
1	DWC Outdoors & Hauling Hardwood Pruning	1685	\$ 9,300.00
2	PFM Group Consulting Billable Expenses	119371	\$ 65.35
TOTAL			\$ 9,365.35



Secretary/Assistant Secretary



Chairperson



Greeneway Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED

By Amanda Lane at 5:14 pm, Apr 25, 2022

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #531

4/8/2022

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District March ICM Expenses	ICM2022-06	\$ 6,497.37
2	Cepira Landscape April Section 1 Landscaping	ORL1693	\$ 6,114.25
	April Section 2 Landscaping	ORL1694	\$ 5,644.37
	April Section 3 Landscaping	ORL1703	\$ 3,093.33
3	Deluxe Corporation Check Order	458933	\$ 245.00
4	OUC Acct: 8795843030 ; Service 03/01/2022 - 04/01/2022	--	\$ 9,547.74

TOTAL \$ 31,142.06


Secretary/Assistant Secretary


Chairperson



Greeneway Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED

By Amanda Lane at 5:14 pm, Apr 25, 2022

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #532

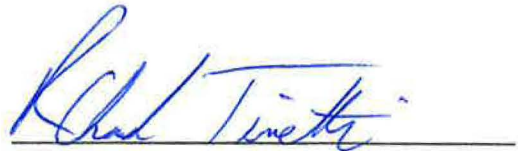
4/22/2022

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates Engineering Services Through 03/25/2022	42465	\$ 250.00
2	Kutak Rock General Counsel Through 03/31/2022	3038470	\$ 652.00
3	Orange County Utilities 9987 Laureate Blvd ; Service 03/17/2022 - 04/15/2022	Acct: 6838006489	\$ 79.79
4	Orlando Sentinel Legal Advertising Through 04/03/2022 (Ad: 7176762)	OSC51740765	\$ 1,355.02
5	PFM Group Consulting March Reimbursables	OE-EXP-04-013	\$ 8.83
6	Supervisor Fees - 04/19/2022 Meeting Amanda Aikins	--	\$ 200.00
	Matthew Franko	--	\$ 200.00

TOTAL \$ 2,745.64



Secretary/Assistant Secretary



Chairperson


Greeneway Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED

By Amanda Lane at 3:21 pm, Apr 28, 2022

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #533

4/29/2022

Item No.	Payee	Invoice Number	General Fund
1	Orlando Sentinel Legal Advertising Through 04/12/2022 (Ad: 7184570)	OSC52416390	\$ 237.50
2	PFM Group Consulting DM Fee: April 2022	DM-04-2022-18	\$ 3,333.33

TOTAL \$ 3,570.83



Secretary/Assistant Secretary



Chairperson



5/7/22

Greeneway Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED

By Amanda Lane at 4:57 pm, May 09, 2022

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #534

5/6/2022

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction May Administrator & Irrigation Specialist	19212	\$ 1,859.99
2	Cepira Landscape March Irrigation Repairs Section 2 March Irrigation Repairs Section 3 March Irrigation Repairs Doisy Clock May Section 1 Landscaping May Section 2 Landscaping May Section 3 Landscaping	ORL1801 ORL1802 ORL1803 ORL1913 ORL1914 ORL1923	\$ 1,329.00 \$ 1,520.00 \$ 1,303.00 \$ 6,114.25 \$ 5,644.37 \$ 3,093.33
3	OUC Acct: 8795843030 ; Service 04/01/2022 - 05/02/2022	--	\$ 11,671.68

TOTAL \$ 32,535.62


Secretary/Assistant Secretary


Chairperson


Greeneway Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED

By Amanda Lane at 3:59 pm, May 16, 2022

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #535

5/13/2022

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction April Administrator & Irrigation Specialist	18172	\$ 1,859.99
2	Boggy Creek Improvement District April ICM Expenses	ICM2022-07	\$ 6,091.70
3	Donald W McIntosh Associates Engineering Services Through 04/22/2022	42590	\$ 506.50

TOTAL \$ 8,458.19


Secretary/Assistant Secretary


Chairperson


Greeneway Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED

By Amanda Lane at 4:57 pm, May 19, 2022

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #536

5/20/2022

Item No.	Payee	Invoice Number	General Fund
1	Cepra Landscape Doisy Controller MI and Repairs	ORL2031	\$ 5,374.80
2	Orange County Utilities 9987 Laureate Blvd ; Service 04/16/2022 - 05/16/2022	Acct: 6838006489	\$ 88.54
3	Supervisor Fees - 05/17/2022 Meeting Amanda Aikins Antoinette Munroe	-- --	\$ 200.00 \$ 200.00
4	VGlobalTech Quarter 1 ADA Audit April Website Maintenance May Website Maintenance	3742 3760 3840	\$ 300.00 \$ 135.00 \$ 135.00
TOTAL			\$ 6,433.34



Secretary/Assistant Secretary



Chairperson



Greeneway Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED

By Amanda Lane at 5:49 pm, May 23, 2022

GREENEWAY IMPROVEMENT DISTRICT

Work Authorizations/Proposed Services
(if applicable)

GREENEWAY IMPROVEMENT DISTRICT

**District's Financial Position and
Budget to Actual YTD**

Greeneway Improvement District
Statement of Financial Position
As of 5/31/2022

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$302,681.99				\$302,681.99
State Board of Administration	1,523.51				1,523.51
Assessments Receivable	38,401.31				38,401.31
Due From Other Governmental Units	36,648.60				36,648.60
Deposits	1,625.58				1,625.58
Infrastructure Capital Reserve	76,516.77				76,516.77
Interchange Maintenance Reserve	22,114.51				22,114.51
Assessments Receivable		\$193,675.03			193,675.03
Debt Service Reserve (Series 2013)		2,721,087.50			2,721,087.50
Revenue (Series 2013)		714,780.23			714,780.23
Prepayment (Series 2013)		3,372.62			3,372.62
General Checking Account			\$7,075.43		7,075.43
Acquisition/Construction (Series 2013)			1,423,636.00		1,423,636.00
Total Current Assets	<u>\$479,512.27</u>	<u>\$3,632,915.38</u>	<u>\$1,430,711.43</u>	<u>\$0.00</u>	<u>\$5,543,139.08</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$3,439,240.35	\$3,439,240.35
Amount To Be Provided				31,535,759.65	31,535,759.65
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$34,975,000.00</u>	<u>\$34,975,000.00</u>
Total Assets	<u><u>\$479,512.27</u></u>	<u><u>\$3,632,915.38</u></u>	<u><u>\$1,430,711.43</u></u>	<u><u>\$34,975,000.00</u></u>	<u><u>\$40,518,139.08</u></u>

Greeneway Improvement District
Statement of Financial Position
As of 5/31/2022

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$3,659.37				\$3,659.37
Due to Developer	1,346.96				1,346.96
Due To Other Governmental Units	6,467.20				6,467.20
Deferred Revenue	38,401.31				38,401.31
Deferred Revenue		\$193,675.03			193,675.03
Total Current Liabilities	<u>\$49,874.84</u>	<u>\$193,675.03</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$243,549.87</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$34,975,000.00	\$34,975,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$34,975,000.00</u>	<u>\$34,975,000.00</u>
Total Liabilities	<u><u>\$49,874.84</u></u>	<u><u>\$193,675.03</u></u>	<u><u>\$0.00</u></u>	<u><u>\$34,975,000.00</u></u>	<u><u>\$35,218,549.87</u></u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$68,372.29				\$68,372.29
Net Assets - General Government	233,094.81				233,094.81
Current Year Net Assets - General Government	128,170.33				128,170.33
Net Assets, Unrestricted		\$14,320,575.30			14,320,575.30
Current Year Net Assets, Unrestricted		(10,881,334.95)			(10,881,334.95)
Net Assets, Unrestricted			(\$10,264,278.80)		(10,264,278.80)
Net Assets, Unrestricted			1,226,444.06		1,226,444.06
Current Year Net Assets, Unrestricted			755,171.99		755,171.99
Net Assets - General Government			9,713,374.18		9,713,374.18
Total Net Assets	<u><u>\$429,637.43</u></u>	<u><u>\$3,439,240.35</u></u>	<u><u>\$1,430,711.43</u></u>	<u><u>\$0.00</u></u>	<u><u>\$5,299,589.21</u></u>
Total Liabilities and Net Assets	<u><u>\$479,512.27</u></u>	<u><u>\$3,632,915.38</u></u>	<u><u>\$1,430,711.43</u></u>	<u><u>\$34,975,000.00</u></u>	<u><u>\$40,518,139.08</u></u>

Greenway Improvement District

Statement of Activities

As of 5/31/2022

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$481,628.84				\$481,628.84
Off-Roll Assessments	11,920.13				11,920.13
On-Roll Assessments		\$2,429,071.30			2,429,071.30
Off-Roll Assessments		92,303.03			92,303.03
Other Assessments		339,555.20			339,555.20
Inter-Fund Group Transfers In		(757,526.07)			(757,526.07)
Inter-Fund Transfers In			\$757,526.07		757,526.07
Total Revenues	<u>\$493,548.97</u>	<u>\$2,103,403.46</u>	<u>\$757,526.07</u>	<u>\$0.00</u>	<u>\$3,354,478.50</u>
<u>Expenses</u>					
Supervisor Fees	\$3,000.00				\$3,000.00
Public Officials' Liability Insurance	2,500.00				2,500.00
Trustee Services	3,343.33				3,343.33
Management	26,666.64				26,666.64
Engineering	2,409.00				2,409.00
Dissemination Agent	2,500.00				2,500.00
Property Appraiser	4,201.95				4,201.95
District Counsel	7,389.34				7,389.34
Assessment Administration	7,500.00				7,500.00
Travel and Per Diem	25.88				25.88
Postage & Shipping	23.53				23.53
Legal Advertising	3,051.27				3,051.27
Bank Fees	2.00				2.00
Miscellaneous	137.64				137.64
Office Supplies	245.00				245.00
Property Taxes	59.88				59.88
Web Site Maintenance	1,630.00				1,630.00
Holiday Decorations	6,000.00				6,000.00
Dues, Licenses, and Fees	175.00				175.00
Electric	4,773.05				4,773.05
Water Reclaimed	6,311.96				6,311.96
General Insurance	2,812.00				2,812.00
Property & Casualty	4,064.00				4,064.00
Irrigation	22,927.70				22,927.70
Landscaping Maintenance & Material	127,323.65				127,323.65
Tree Trimming	9,300.00				9,300.00

Greenway Improvement District

Statement of Activities

As of 5/31/2022

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
Flower & Plant Replacement	2,015.00				2,015.00
Contingency	1,614.41				1,614.41
IME - Aquatics Maintenance	1,603.20				1,603.20
IME - Irrigation	1,506.72				1,506.72
IME - Landscaping	44,560.16				44,560.16
IME - Lighting	383.02				383.02
IME - Miscellaneous	73.20				73.20
IME - Water Reclaimed	196.24				196.24
Pest Control	2,595.00				2,595.00
Hardscape Maintenance	2,154.00				2,154.00
Streetlights	45,366.04				45,366.04
Accent Lighting	528.04				528.04
Personnel Leasing Agreement	14,879.92				14,879.92
Principal Payments (Series 2013)		\$10,890,000.00			10,890,000.00
Interest Payments (Series 2013)		2,094,715.63			2,094,715.63
Contingency		196.91			196.91
Engineering			\$2,001.25		2,001.25
Legal Advertising			377.75		377.75
Contingency			0.05		0.05
Total Expenses	\$365,847.77	\$12,984,912.54	\$2,379.05	\$0.00	\$13,353,139.36
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$469.13				\$469.13
Interest Income		\$174.13			174.13
Interest Income			\$24.97		24.97
Total Other Revenues (Expenses) & Gains (Losses)	\$469.13	\$174.13	\$24.97	\$0.00	\$668.23
Change In Net Assets	\$128,170.33	(\$10,881,334.95)	\$755,171.99	\$0.00	(\$9,997,992.63)
Net Assets At Beginning Of Year	\$301,467.10	\$14,320,575.30	\$675,539.44	\$0.00	\$15,297,581.84
Net Assets At End Of Year	\$429,637.43	\$3,439,240.35	\$1,430,711.43	\$0.00	\$5,299,589.21

Greenway Improvement District
 Budget to Actual
 For the Month Ending 05/31/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Spent
<u>Revenues</u>					
On-Roll Assessments	\$ 481,628.84	\$ 346,665.49	\$ 134,963.35	\$ 519,998.23	92.62%
Off-Roll Assessments	11,920.13	13,304.32	(1,384.19)	19,956.48	59.73%
Carryforward Revenue	154,334.27	44,921.66	109,412.61	67,382.49	229.04%
Net Revenues	\$ 647,883.24	\$ 404,891.47	\$ 242,991.77	\$ 607,337.20	106.68%
<u>General & Administrative Expenses</u>					
Legislative					
Supervisor Fees	\$ 3,000.00	\$ 8,000.00	\$ (5,000.00)	\$ 12,000.00	25.00%
Financial & Administrative					
Public Officials' Liability Insurance	2,500.00	1,800.00	700.00	2,700.00	92.59%
Trustee Services	3,343.33	6,000.00	(2,656.67)	9,000.00	37.15%
Management	26,666.64	26,666.67	(0.03)	40,000.00	66.67%
Engineering	2,409.00	6,666.67	(4,257.67)	10,000.00	24.09%
Dissemination Agent	2,500.00	3,333.33	(833.33)	5,000.00	50.00%
Property Appraiser	4,201.95	2,333.33	1,868.62	3,500.00	120.06%
District Counsel	7,389.34	20,000.00	(12,610.66)	30,000.00	24.63%
Assessment Administration	7,500.00	5,000.00	2,500.00	7,500.00	100.00%
Reamortization Schedules	-	166.67	(166.67)	250.00	0.00%
Audit	-	3,333.33	(3,333.33)	5,000.00	0.00%
Travel and Per Diem	25.88	200.00	(174.12)	300.00	8.63%
Telephone	-	33.33	(33.33)	50.00	0.00%
Postage & Shipping	23.53	666.67	(643.14)	1,000.00	2.35%
Copies	-	1,000.00	(1,000.00)	1,500.00	0.00%
Legal Advertising	3,051.27	2,666.67	384.60	4,000.00	76.28%
Bank Fees	2.00	240.00	(238.00)	360.00	0.56%
Miscellaneous	137.64	66.66	70.98	100.00	137.64%
Office Supplies	245.00	166.67	78.33	250.00	98.00%
Property Taxes	59.88	3,333.33	(3,273.45)	5,000.00	1.20%
Web Site Maintenance	1,630.00	1,800.00	(170.00)	2,700.00	60.37%
Holiday Decorations	6,000.00	4,000.00	2,000.00	6,000.00	100.00%
Dues, Licenses, and Fees	175.00	166.67	8.33	250.00	70.00%
Total General & Administrative Expenses	\$ 70,860.46	\$ 97,640.00	\$ (26,779.54)	\$ 146,460.00	48.38%

Greenway Improvement District
 Budget to Actual
 For the Month Ending 05/31/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Spent
<u>Field Operations</u>					
Electric Utility Services					
Electric	\$ 4,773.05	\$ 4,960.00	\$ (186.95)	\$ 7,440.00	64.15%
Water-Sewer Combination Services					
Water Reclaimed	6,311.96	20,666.67	(14,354.71)	31,000.00	20.36%
Other Physical Environment					
General Insurance	2,812.00	2,000.00	812.00	3,000.00	93.73%
Property & Casualty Insurance	4,064.00	2,066.67	1,997.33	3,100.00	131.10%
Other Insurance	-	66.67	(66.67)	100.00	0.00%
Irrigation Repairs	22,927.70	22,733.33	194.37	34,100.00	67.24%
Landscaping Maintenance & Material	127,323.65	115,865.60	11,458.05	173,798.40	73.26%
Tree Trimming	9,300.00	4,933.33	4,366.67	7,400.00	125.68%
Flower & Plant Replacement	2,015.00	16,533.33	(14,518.33)	24,800.00	8.13%
Contingency	1,614.41	10,281.33	(8,666.92)	15,422.00	10.47%
Pest Control	2,595.00	1,074.67	1,520.33	1,612.00	160.98%
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	1,603.20	1,577.28	25.92	2,365.92	67.76%
IME - Irrigation Repairs	1,506.72	1,488.00	18.72	2,232.00	67.51%
IME - Landscaping	44,560.16	40,459.91	4,100.25	60,689.87	73.42%
IME - Lighting	383.02	372.00	11.02	558.00	68.64%
IME - Miscellaneous	73.20	1,934.40	(1,861.20)	2,901.60	2.52%
IME - Water Reclaimed	196.24	744.00	(547.76)	1,116.00	17.58%
Road & Street Facilities					
Entry and Wall Maintenance	-	1,240.00	(1,240.00)	1,860.00	0.00%
Hardscape Maintenance	2,154.00	3,306.67	(1,152.67)	4,960.00	43.43%
Streetlights	45,366.04	34,606.98	10,759.06	51,910.47	87.39%
Accent Lighting	528.04	826.67	(298.63)	1,240.00	42.58%
Parks & Recreation					
Personnel Leasing Agreement	14,879.92	14,880.00	(0.08)	22,320.00	66.67%
Reserves					
Infrastructure Capital Reserve	-	7,333.33	(7,333.33)	11,000.00	0.00%
Interchange Maintenance Reserve	-	1,300.63	(1,300.63)	1,950.94	0.00%
	\$ 294,987.31	\$ 311,251.47	\$ (16,264.16)	\$ 466,877.20	63.18%
Total Expenses	\$ 365,847.77	\$ 408,891.47	\$ (43,043.70)	\$ 613,337.20	59.65%
Income (Loss) from Operations	\$ 282,035.47	\$ (4,000.00)	\$ 286,035.47	\$ (6,000.00)	
<u>Other Income (Expense)</u>					
Interest Income	\$ 469.13	\$ 4,000.00	\$ (3,530.87)	\$ 6,000.00	7.82%
Total Other Income (Expense)	\$ 469.13	\$ 4,000.00	\$ (3,530.87)	\$ 6,000.00	7.82%
Net Income (Loss)	\$ 282,504.60	\$ -	\$ 282,504.60	\$ -	

Greenway Improvement District
Budget to Actual
For the Month Ending 05/31/2022

	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	YTD Actual
<u>Revenues</u>									
On-Roll Assessments	\$ 3,279.30	\$ 26,119.86	\$ 117,326.42	\$ 228,584.63	\$ 48,463.05	\$ 26,912.83	\$ 19,119.44	\$ 11,823.31	\$ 481,628.84
Off-Roll Assessments	-	-	-	-	-	11,920.13	-	-	-
Carryforward Revenue	200,360.35	(46,026.08)	-	-	-	-	-	-	-
Net Revenues	\$ 203,639.65	\$ (19,906.22)	\$ 117,326.42	\$ 228,584.63	\$ 48,463.05	\$ 38,832.96	\$ 19,119.44	\$ 11,823.31	\$ 481,628.84
<u>General & Administrative Expenses</u>									
Legislative									
Supervisor Fees	\$ 600.00	\$ 600.00	\$ -	\$ 400.00	\$ 600.00	\$ -	\$ 400.00	\$ 400.00	\$ 3,000.00
Financial & Administrative									
Public Officials' Liability Insurance	2,500.00	-	-	-	-	-	-	-	-
Trustee Fees	3,343.33	-	-	-	-	-	-	-	-
Management	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	2,500.00
District Engineering	-	258.00	444.00	-	444.00	506.50	250.00	506.50	3,343.33
Dissemination Agent	-	-	1,250.00	-	1,250.00	-	-	-	26,666.64
Property Appraiser	-	-	-	-	-	4,201.95	-	-	2,409.00
District Counsel	-	-	2,258.49	-	1,058.00	3,420.85	652.00	-	2,500.00
Assessment Administration	7,500.00	-	-	-	-	-	-	-	4,201.95
Reamortization Schedules	-	-	-	-	-	-	-	-	7,389.34
Audit	-	-	-	-	-	-	-	-	7,500.00
Travel and Per Diem	-	-	15.05	-	5.10	5.73	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage & Shipping	-	-	9.63	-	5.07	-	8.83	-	-
Copies	-	-	-	-	-	-	-	-	25.88
Legal Advertising	252.50	-	252.50	237.50	-	478.75	1,592.52	237.50	-
Bank Fees	-	2.00	-	-	-	-	-	-	23.53
Miscellaneous	-	-	72.29	-	-	-	65.35	-	3,051.27
Office Supplies	-	-	-	-	-	-	245.00	-	-
Property Taxes	-	59.88	-	-	-	-	-	-	2.00
Website Maintenance	125.00	125.00	425.00	125.00	-	260.00	-	570.00	137.64
Holiday Decorations	-	-	6,000.00	-	-	-	-	-	245.00
Dues, Licenses, and Fees	175.00	-	-	-	-	-	-	-	5,688.00
Total General & Administrative Expenses	\$ 17,829.16	\$ 4,378.21	\$ 14,060.29	\$ 4,095.83	\$ 6,695.50	\$ 12,207.11	\$ 6,547.03	\$ 5,047.33	\$ 100,860.46
<u>Field Operations</u>									
Electric Utility Services									
Electric	\$ -	\$ 850.91	\$ 860.04	\$ 966.42	\$ 905.02	\$ 833.14	\$ 283.00	\$ 74.52	\$ 4,773.05
Water-Sewer Combination Services									
Water Reclaimed	51.72	4,447.02	4,180.67	4,841.02	4,194.54	3,971.59	(16,352.81)	978.21	6,311.96

Greeneway Improvement District
Budget to Actual
For the Month Ending 05/31/2022

	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	YTD Actual
Other Physical Environment									
General Insurance	2,812.00	-	-	-	-	-	-	-	2,812.00
Property & Casualty Insurance	4,064.00	-	-	-	-	-	-	-	4,064.00
Other Insurance	-	-	-	-	-	-	-	-	-
Irrigation Repairs	-	2,549.00	303.00	3,525.50	4,631.50	2,391.90	-	9,526.80	22,927.70
Landscaping Maintenance & Material	-	34,238.28	14,851.95	14,851.95	18,825.62	14,851.95	14,851.95	14,851.95	127,323.65
Tree Trimming	-	-	-	-	-	-	9,300.00	-	9,300.00
Flower & Plant Replacement	-	1,860.00	-	155.00	-	-	-	-	2,015.00
Contingency	-	-	-	1,614.41	-	-	-	-	1,614.41
Pest Control	-	-	-	-	-	2,595.00	-	-	2,595.00
Interchange Maintenance Expenses									
IME - Aquatics Maintenance	300.60	300.60	300.60	300.60	300.60	-	(100.20)	200.40	1,603.20
IME - Irrigation	-	-	-	455.40	747.72	(61.20)	-	364.80	1,506.72
IME - Landscaping	7,272.24	7,272.24	8,715.96	8,715.96	8,715.96	-	(1,942.84)	5,810.64	44,560.16
IME - Lighting	-	82.60	83.61	91.66	82.83	(6.40)	(0.74)	49.46	383.02
IME - Miscellaneous	-	-	-	-	-	73.20	-	-	73.20
IME - Water Reclaimed	-	41.73	26.08	52.16	40.24	(9.27)	3.40	41.90	196.24
Road & Street Facilities									
Entry and Wall Maintenance	-	-	-	-	-	-	-	-	-
Hardscape Maintenance	-	-	2,154.00	-	-	-	-	-	2,154.00
Streetlights	-	7,435.23	7,447.68	7,591.64	7,525.30	7,477.88	1,510.13	6,378.18	45,366.04
Accent Lighting	-	-	-	-	-	528.04	-	-	528.04
Parks & Recreation									
Personnel Leasing Agreement	1,859.99	1,859.99	1,859.99	1,859.99	1,859.99	1,859.99	-	3,719.98	14,879.92
Reserves									
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-
Total Field Operations Expenses	\$ 16,360.55	\$ 60,937.60	\$ 40,783.58	\$ 45,021.71	\$ 47,829.32	\$ 34,505.82	\$ 7,551.89	\$ 41,996.84	\$ 294,987.31
Total Expenses	\$ 34,189.71	\$ 65,315.81	\$ 54,843.87	\$ 49,117.54	\$ 54,524.82	\$ 46,712.93	\$ 14,098.92	\$ 47,044.17	\$ 365,847.77
Income (Loss) from Operations	\$ 169,449.94	\$ (85,222.03)	\$ 62,482.55	\$ 179,467.09	\$ (6,061.77)	\$ (7,879.97)	\$ 5,020.52	\$ (35,220.86)	\$ 282,035.47
Other Income (Expense)									
Interest Income	\$ 10.30	\$ 11.46	\$ 55.87	\$ 18.02	\$ 13.30	\$ 331.97	\$ 13.32	\$ 14.89	\$ 469.13
Total Other Income (Expense)	\$ 10.30	\$ 11.46	\$ 55.87	\$ 18.02	\$ 13.30	\$ 331.97	\$ 13.32	\$ 14.89	\$ 469.13
Net Income (Loss)	\$ 169,460.24	\$ (85,210.57)	\$ 62,538.42	\$ 179,485.11	\$ (6,048.47)	\$ (7,548.00)	\$ 5,033.84	\$ (35,205.97)	\$ 282,504.60

Greeneway Improvement District
Cash Flow

Beg. Cash		FY 2021 Inflows	FY 2021 Outflows	FY 2022 Inflows	FY 2022 Outflows	End. Cash
10/1/2021	240,255.26	18,969.85	(55,935.36)	2.73	(20,984.33)	182,308.15
11/1/2021	182,308.15	-	(6,272.73)	177,675.51	(21,846.12)	331,864.81
12/1/2021	331,864.81	-	-	709,104.20	(831,663.90)	209,305.11
1/1/2022	209,305.11	-	-	1,381,449.81	(1,185,136.80)	405,618.12
2/1/2022	405,618.12	-	-	292,889.97	(52,636.20)	645,871.89
3/1/2022	645,871.89	-	-	170,688.18	(450,112.76)	366,447.31
4/1/2022	366,447.31	-	-	122,053.75	(24,694.59)	463,806.47
5/1/2022	463,806.47	-	-	72,806.14	(233,930.62)	302,681.99
6/1/2022	302,681.99	-	-	-	(5,006.33)	297,675.66 as of 06/08/2022
Totals		20,895,410.59	(20,774,449.30)	2,926,670.29	(2,829,354.98)	

**Greenway Improvement District
Construction Tracking - early June**

Amount

Series 2013 Bond Issue		
Original Construction Fund	\$	48,700,000.00
Additions (Interest, Transfers from DSR, etc.)		2,218,195.56
Cumulative Draws Through Prior Month		(49,494,559.56)
		=====
Construction Funds Available	\$	1,423,636.00
Requisitions This Month		
		=====
Total Requisitions This Month	\$	-
		=====
Series 2013 Construction Funds Remaining	\$	1,423,636.00

Series 2018 Bond Issue		
Additions (Interest, Transfers from DSR, etc.)	\$	6,365,794.66
Cumulative Draws Through Prior Month		(6,365,794.66)
Requisitions This Month		
		=====
Total Requisitions This Month	\$	-
Series 2018 Construction Funds Remaining	\$	-

Current Committed Funding		-
Upcoming Committed Funding		-
Total Committed Funding	\$	-

Net Uncommitted		1,423,636.00
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