

Greenway Improvement District

12051 Corporate Boulevard Orlando, FL 32817; 407-382-3256

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 **3:00 p.m. on Tuesday, September 18, 2018 at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

For those unable to attend in person, you may participate by telephone:

Phone: 1-866-398-2885

Participant Code: 275521

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of Minutes of the August 23, 2018 Board of Supervisors' Meeting**

Business Matters

2. **Discussion of Budgetary Review/Cash Flow Analysis**
3. **Consideration of Audit Engagement Letter**
4. **Consideration of OUC Master Lighting Installation, Upgrade and Service Agreement – Nemours Parkway Phase 6**
5. **Consideration of OUC Master Lighting Installation, Upgrade and Service Agreement – Centerline**
6. **Consideration of Landscape Easement Agreements #1, 2 & 3**
7. **Consideration of Temporary Construction and Access Easement Agreement for Nemours Parkway Phase 7**
8. **Consideration of Interlocal Agreement with the Boggy Creek Improvement District Regarding Certain Costs Associated with the Construction of Nemours Parkway**
9. **Ratification of Requisition Nos. 571 – 580 Approved in August 2018 in an amount totaling \$822,291.50**
10. **Ratification of Operation and Maintenance Expenditures Paid in August 2018 in an amount totaling \$89,476.04**
11. **Recommendation of Work Authorizations/Proposed Services *(if applicable)***
12. **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
- B. Audience Comments, Supervisor Requests

Adjournment

**GREENEWAY
IMPROVEMENT DISTRICT**

**Minutes of the August 23, 2018
Board of Supervisors' Meeting**

**GREENEWAY IMPROVEMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Greenway Improvement District was called to order on Thursday, August 23, 2018 at 3:00 p.m. at Lake Nona Lakehouse, 13623 Sachs Ave, Orlando, FL 32827. Members listed below constituted a quorum.

Richard Levey	Chair
Rob Adams	Vice-Chair
Karen Duerr	Assistant Secretary
Damon Ventura	Assistant Secretary

Also attending:

Jeff Newton	Donald W. McIntosh Associates
Larry Kaufmann	Construction Supervisor
Tucker Mackie	Hopping Green & Sams
Jennifer Walden	Fishkind & Associates
Hank Fishkind	Fishkind & Associates
Lynne Mullins	Fishkind & Associates
Scott Thacker	Tavistock Development
Mike Williams	Akerman(via phone)
Brent Wilder	PMF (via phone)
Members of the Public	

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Levey explained that there is a public comment period for any matters related to the agenda.

Mr. Omy had questions pertaining to mailed notice. Mr. Levey indicated that it pertains to the first item on the agenda after the Board reviews the minutes from the last meeting where it will be discussed under public comments for the public hearing.

THIRD ORDER OF BUSINESS

**Consideration of Minutes of
the July 17, 2018 Board of
Supervisors' Meeting**

Board Members reviewed the minutes from the July 17, 2018 Board of Supervisors' Meeting.

On Motion by Mr. Ventura, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the minutes of the July 17, 2018 Board of Supervisors' Meeting, as presented.

FOURTH ORDER OF BUSINESS

Consideration of Matters Pertaining to Reallocation of Special Assessments and Designating ERUs for New Product Types; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefitted by the District's Revised CIP

- a) **Presentation of Second Amended and Restated Master Engineer's Report for Capital Improvements dated May 1, 2018**
- b) **Presentation of Amended and Restated Master Assessment Methodology Report for the Greenway Improvement District dated August 23, 2018**
- c) **Public Hearing to Consider ERU Factors for New Product Types**
 - a) **Public Comments and Testimony**
 - b) **Board Comments**
 - c) **Consideration of Resolution 2018-13, Reallocating Special**

Assessments and Designating ERUs For New Product Types; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefitted by the District's Revised CIP

Ms. Mackie explained to the public that the mailed noticed that they received from the District was required by Florida Law because of the actions that the Board is considering today. First and foremost to the extent that they owned completed units within the District, their assessment is not changing as a result of the actions that are taken today. The District is considering the addition of new product types for which there is no current equivalent residential unit "ERU" assigned to that product type and the District needs to make sure that there is an ERU assigned to the extent that those types of units are developed in the future on unplatted tracks. She explained how the District calculates assessments.

Ms. Zelaya stated that she was confused by the language in the notice. Dr. Fishkind stated that their Debt Service Assessments are not changing but every year the District has a different Operations and Maintenance budget that will be discussed later today. He explained that the Debt Service is always the same and the O&M Assessment does change but this year the District is proposing no change.

Mr. Newton presented the Amended and Restated Master Engineer's Report for Capital Improvements dated May 1, 2018. Mr. Levey stated that District Management can email the public a copy of this report if they provide their email to staff. Dr. Fishkind stated that all the documents are on the website.

Ms. Mackie asked Mr. Newton if the costs in the Engineer's Report are reasonable and proper. He responded yes. Ms. Mackie asked if he has any reason to believe that the project cannot be completed by the District as outlined. He responded no.

Dr. Fishkind presented the Amended and Restated Master Assessment Methodology Report for the Greenway Improvement District dated August 23, 2018.

Ms. Mackie asked Dr. Fishkind if the lands subject to the assessment receive particular benefit from the Districts CIP. Dr. Fishkind responded that they do and they receive a special benefit as documented in his report. Ms. Mackie asked if the benefits are reasonably apportioned among the lands included in the District's Assessment Roll. Dr. Fishkind responded that they are. Ms. Mackie asked if it is reasonable and proper to assess the cost of the projects to those lands in the Assessment Roll. Dr. Fishkind responded yes. Ms. Mackie asked if it is in the best interest of the District that the assessments be paid and collected in accordance with the Methodology. Dr. Fishkind responded yes.

Ms. Walden noted that the public hearing has been advertised in the newspaper and mailed to the Landowners as required by Florida Statute. Mr. Levey requested a motion to open the public hearing.

On Motion by Ms. Duerr, second by Mr. Adams, with all in favor, the Board of Supervisors for the Greenway Improvement District opened the Public Hearing

Mr. Levey opened the floor for public comments.

Ms. Kay stated if she understands this correctly there is not going to be any change to the Assessment per debt unit on her particular lot. Dr. Fishkind stated that there will be new type of real-estate product that you will see in the community but it will not influence what the current lot owners pay for Debt Service.

A resident asked if the Estate homes are in the preserve. Mr. Adams stated that some are in the preserve and some are in Phase 3. The resident asked if there is a finite limit to how long the District goes on and if it gets paid off and how long that takes. Dr. Fishkind responded that the Debt Service will get paid off but the District will continue to exist because it is a unit of government and it is still operating and maintaining the lands within the District. He added that the payoff typically takes 30 years from the date of the bond issuance.

Mr. Levey requested a motion to close the public hearing.

On Motion by Ms. Duerr, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Greenway Improvement District closed the Public Hearing

Ms. Mackie presented Resolution 2018-13 to the Board. She explained that it approves the Engineer's Report, the Assessment Methodology Report, sets forth various findings in connection

with the notification of today’s meeting, approves the revised CIP, reallocates the assessment, and provides for other administrative items.

On Motion by Mr. Adams, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2018-13, Reallocating Special Assessments and Designating ERUs For New Product Types; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefitted by the District’s Revised CIP.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2018-14, Approving and Authorizing Execution of Second Amendment to First Supplemental Trust Indenture

Mr. Williams explained that in 2013, the District agreed not to issue more than \$24,000,000.00 of Bonds without Bondholder consent and it is his understanding that the District would like to exceed that cap. The Second Amendment provides that with the Bondholder consent that the District can extend that \$24,000,000.00 cap to \$35,000,000.00. Dr. Fishkind stated that the amount was chosen because it is enough to allow the District to complete the Capital Improvement Plan.

On Motion by Ms. Duerr, second by Mr. Adams, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2018-14, Approving and Authorizing Execution of Second Amendment to First Supplemental Trust Indenture.

SIXTH ORDER OF BUSINESS

Consideration of Matters Related to the Issuance of the Series 2018 Bond Anticipation Notes
a) Presentation of the Final Supplemental Assessment Methodology Report for

**the Series 2018 Bond
Anticipation Note**

- b) Consideration of
Resolution 2018-15,
Authorizing the
Issuance of and
Awarding the Sale of Its
Not Exceeding
\$24,000,000.00 Principle
Amount of Greenway
Improvement District
Special Assessment
Revenue Bond
Anticipation Note,
Series 2018**
 - i) Second
Supplemental
Trust Indenture**
 - ii) Term Sheet**
- c) Consideration of
Resolution 2018-16,
Setting Forth the Terms
of the Series 2018 Notes,
Confirming and
Adopting the Second
Amended and Restated
Engineer's Report;
Confirming and
Adopting the Final
Supplemental
Assessment
Methodology Report;
Confirming, Allocating,
and Authorizing the
Collection of Special
Assessments Securing
the Series 2018 Notes**
- d) Consideration of
Amended and Restated
Agreement by and
between the District and**

**Lake Nona Company,
LLC Regarding the
Completion of Certain
Improvements**

- e) Consideration of
Agreement between the
District and Lake Nona
Company, LLC
Regarding the True-Up
and Payment of Series
2018 Assessments**
- f) Presentation of Notice of
Series 2018 Assessments**

Dr. Fishkind presented the Final Supplemental Assessment Methodology Report for the Series 2018 Bond Anticipation Note.

Mr. Williams walked through Resolution 2018-15. He stated that the District has a proposal from Florida Community Bank to buy the 2018 Bond Anticipation Note. Mr. Levey requested a motion to approve Resolution 2018-15.

On Motion by Mr. Adams, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2018-15, Authorizing the Issuance of and Awarding the Sale of Its Not Exceeding \$24,000,000.00 Principle Amount of Greenway Improvement District Special Assessment Revenue Bond Anticipation Note, Series 2018.

Ms. Mackie walked through Resolution 2018-16. She noted that at the time of printing some of the information was omitted because District staff was waiting to confirm the terms. She noted that Section 3 confirms the Assessment lien on the 2018 note, Section 4 allocates the assessments, and provides for the provision of a True-Up payment, it provides for a Lien Book, and staff will be recording a notice in the public record as of the assessments for 2018 once the District closes on the Bonds. Mr. Levey requested a motion to approve Resolution 2018-16.

On Motion by Mr. Adams, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2018-16, Setting Forth the Terms of the Series 2018 Notes, Confirming and Adopting the Second Amended and Restated Engineer's Report; Confirming and Adopting the Final Supplemental Assessment Methodology Report; Confirming, Allocating, and Authorizing the Collection of Special Assessments Securing the Series 2018 Notes.

Ms. Mackie presented the Amended and Restated Agreement by and between the District and Lake Nona Company, LLC Regarding the Completion of Certain Improvements. Mr. Ventura asked if the Developer has seen this. Ms. Mackie responded yes.

On Motion by Mr. Adams, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Amended and Restated Agreement by and between the District and Lake Nona Company, LLC Regarding the Completion of Certain Improvements.

Ms. Mackie presented the Agreement between the District and Lake Nona Company, LLC Regarding the True-Up and Payment of Series 2018 Assessments. Ms. Mackie stated that all of these documents have been reviewed by the Developer and the District wants to close on Bonds in a few weeks to make sure that the District amends the Supplemental Indenture to provide for the increased cap before issuing the Note.

On Motion by Ms. Duerr, second by Mr. Adams, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Agreement between the District and Lake Nona Company, LLC Regarding the True-Up and Payment of Series 2018 Assessments.

Ms. Mackie presented the Notice of Series 2018 Assessments. She noted that this will be recorded in public record upon issuance of the Note and any title that is run on any property secured by the note then this document will appear notifying the landowner.

On Motion by Mr. Adams, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the form of Notice of Series 2018 Assessments.

SEVENTH ORDER OF BUSINESS

Public Hearing on the Adoption of the District's Annual Budget

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution 2018-17, Adoption of the Fiscal Year 2019 Budget and Appropriating Funds**

Ms. Walden noted for the record that the budget was sent to the City and County at least 60 days prior to today's public hearing and the public hearing has been advertised in the newspaper as required by Florida Statute. Mr. Levey requested a motion to open the public hearing.

On Motion by Mr. Adams, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District opened the Public Hearing.

Ms. Walden explained that the budget is provided as an exhibit to the resolution behind Tab 5. It is the same budget that the Board saw and approved in preliminary form in May. She noted that it is \$820,640.95 and it is an increase over last year's budget but with the new product types coming online it does not change assessments.

A resident asked questions pertaining to the new product types. Dr. Fishkind explained that the Land Use Plan has changed to reduce some of the commercial property and convert the same land to residential. Mr. Adams explained that the Landowner in the District is a long-term owner who wants to keep values up and are aligned with homeowners' interests. Ms. Duerr asked Mr. Adams to talk about the Jewell Box product. He explained that those are smaller units in Phase 7. A

resident asked about the number of units in the District. Mr. Adams responded that there are approximately 2,800 units. Discussion took place relating to land use for residential and common areas.

Mr. Levey requested a motion to close the public hearing.

On Motion by Ms. Duerr, second by Mr. Adams, with all in favor, the Board of Supervisors for the Greenway Improvement District closed the Public Hearing.

Mr. Levey requested a motion to approve Resolution 2018-17.

On Motion by Mr. Ventura, second by Mr. Adams, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2018-17, Adopting the Fiscal Year 2019 Budget and Appropriating Funds.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution
2018-18, Adopting an
Assessment Roll for Fiscal
Year 2019 and Certifying
Special Assessments for
Collection**

Ms. Walden explained that this resolution is to impose Special Assessments for Fiscal Year 2019 based on the budgets that were just adopted. Mr. Levey confirmed that there is no change in assessment to existing homeowners.

On Motion by Ms. Duerr, second by Mr. Adams, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2018-18, Adopting an Assessment Roll for Fiscal Year 2019 and Certifying Special Assessments for Collection.

A resident asked if anything has changed to their assessments. Mr. Adams responded that nothing has changed.

NINTH ORDER OF BUSINESS

**Consideration of
Temporary Construction
and Access Easement
Agreement**

Ms. Mackie stated that the Board at the last meeting approved a Temporary Construction Easement for Nemours Parkway Phase 7 which is not yet platted. She stated that there is a need to obtain an additional easement for this area that would allow the District to construct the drainage improvements associated with Nemours Parkway.

On Motion by Mr. Adams, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Temporary Construction and Access Easement Agreement.

TENTH ORDER OF BUSINESS

**Consideration of Special
Warranty Deed (Lift
Station Tracts)**

Ms. Mackie stated that there are various lift station tracts located in the District. Previously the City was accepting ownership by plat but there is now limiting language in recent plats that requires these tracts to be conveyed by separate instrument. The District must do a clean up item and get these lift stations over to the City who have been operating and maintaining them.

On Motion by Mr. Adams, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Special Warranty Deed (Lift Station Tracts) to the City of Orlando.

ELEVENTH ORDER OF BUSINESS

**Ratification of Requisition
Nos. 561 – 570 Approved in
July 2018 in an amount
totaling \$368,860.05**

Board Members reviewed Requisition Nos. 561 – 570 approved in July 2018 in an amount totaling \$368,860.05.

On Motion by Mr. Ventura, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Requisition Nos. 561 – 570 Approved in July 2018 in an amount totaling \$368,860.05.

TWELFTH ORDER OF BUSINESS

**Ratification of Operation
and Maintenance
Expenditures Paid in July
2018 in an amount totaling
\$33,258.26**

Board Members reviewed the Operation and Maintenance Expenditures paid in July 2018 in an amount totaling \$33,258.26.

On Motion by Mr. Ventura, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified the Operation and Maintenance Expenditures paid in July 2018 in an amount totaling \$33,258.26.

THIRTEENTH ORDER OF BUSINESS

**Recommendation of Work
Authorizations/Proposed
Services**

Mr. Kaufmann presented the following Work Authorizations to the Board:

1. Donald W. McIntosh in the amount of \$1,600.00 for mapping of 2018 County tax parcels for Special Assessments
2. Donald W. McIntosh in the amount of \$3,200.00 for additional sketches and descriptions for easement documents for Nemours Parkway Phase 7
3. Donald W. McIntosh in the amount of \$9,350.00 for revisions to existing final Engineering Plans for lift station wet well
4. Donald W. McIntosh in the amount of \$3,725.00 for revisions to existing final Engineering Plans for raised crosswalks
5. Donald W. McIntosh in the amount of \$112,020.00 for Nemours Parkway Phase 7 Construction Phase Services

On Motion by Mr. Ventura, second by Mr. Adams, with all in favor, the Board of Supervisors for the Greenway Improvement District approved all Work Authorizations as presented by Mr. Kaufmann.

FOURTEENTH ORDER OF BUSINESS

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

Board Members reviewed the District's statement of financial position. Ms. Walden noted that the District has expenses of \$579,000.00 vs. a Budget of \$620,000. The District is currently under budget through July 2018 by roughly \$41,000.00. There was no action required.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – Ms. Walden updated the Board about the ADA compliance issue of the District websites. The District Manager is working with a firm to make sure things are taken care of and they were able to negotiate a cost of \$500.00 per District.

The September meeting will be back at 3:00 p.m. at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827.. She noted that she will send out the Fiscal Year 2019 calendar invites as well.

District Engineer – Mr. Newton circulated the Construction Contract Status Memorandum (Minutes Exhibit A). He explained that Nemours Parkway Phase 5 is closed out but there are some issues that came up including changes to the streetlighting and there will be change orders as a result. He will bring the change orders to the next meeting.

Mr. Newton explained that Nemours Parkway Phase 6 is closing out.

Mr. Newton explained that Nemours Parkway Phase 7 contract has been awarded to Jr. Davis, permitting is being finalized and construction should start next month. He asked that the Board authorize District staff to proceed with Direct Owner Purchase of certain construction materials as per past practice.

Mr. Newton explained that the Lake Nona Kellogg Avenue Extension is doing a lot better and DeWitt requested an extension of eight days due to adverse weather. He requested a motion from the Board to authorize the District Engineer to execute the Change Order with DeWitt for an extension of eight days.

Mr. Levey requested a motion to approve the actions in the memo to include the authorization of Direct Owner Purchase on Phase 7 and an eight day time extension on Kellogg.

On Motion by Ms. Duerr, second by Mr. Adams, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Change Orders as recommended in the Construction Contract Status memorandum dated August 23, 2018 along with the authorization to proceed with Direct Owner Purchase for Nemours Parkway Phase 7 and an eight day extension for the Lake Nona Kellogg Avenue Extension.

Mr. Ventura asked when Phase 6 will be open to the public. Mr. Newton responded that it should be open by mid to late September.

Construction Supervisor – No Report

SIXTEENTH ORDER OF BUSINESS

**Supervisor and Audience
Comments & Adjournment**

There were no audience comments or Supervisor Requests.

On Motion by Ms. Duerr, second by Mr. Adams, with all in favor, the August 23, 2018 Meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

**SECOND AMENDMENT TO
FIRST SUPPLEMENTAL TRUST INDENTURE**

GREENEWAY IMPROVEMENT DISTRICT

TO

**U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE**

Dated as of ____, 2018

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This Table of Contents is incorporated herein for ease of reference only as shall not be deemed a part of the Second Amendment to First Supplemental Trust Indenture.

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**SECOND AMENDMENT TO FIRST SUPPLEMENTAL
TRUST INDENTURE**

THIS SECOND AMENDMENT TO FIRST SUPPLEMENTAL TRUST INDENTURE (the "Second Amendment") dated as of _____, 2018, from **GREENEWAY IMPROVEMENT DISTRICT** (the "District") to U.S. Bank National Association, a national banking corporation, as Trustee (the "Trustee"), and authorized to accept and execute trusts of the character herein set out, with its designated corporate trust office and post office address located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

WHEREAS, the District in connection with the issuance of its \$55,750,000 Special Assessment Revenue Bonds, Series 2013 (the "2013 Bonds") entered into a Master Trust Indenture, dated as of April 1, 2013 (the "Master Indenture") and a First Supplemental Trust Indenture dated as of April 1, 2013 which was, amended by that First Amendment to First Supplemental Trust Indenture dated as of October 21, 2013 (collectively, the "First Supplemental") both by and between the District and the Trustee to secure the issuance of its Greeneway Improvement District Special Assessment Revenue Bonds (the "Bonds"), issuable in one or more series from time to time; and

WHEREAS, Section 5.05 of the First Supplemental provides among other matters that the District will not issue debt secured by special assessments that attach to lands within the District which would result in the total level or such encumbrances, inclusive of the Series 2013 Assessments (as defined in the First Supplemental) exceeding \$60,000 per acre on property within the District not subject to an approved Specific Parcel Master Plan except (i) with the written approval of the Majority Owners or (ii) debt issued in a principal amount not to exceed \$24 million for purposes of completing the District's Capital Improvement Program; and

WHEREAS, because of changes to the development plan for lands within the District, the Board of Supervisors of the District has determined it is necessary for the District to have the ability to issue debt in excess of the principal amount provided for in Section 5.05 of the First Supplemental; and

WHEREAS, Section 7.04 of the First Supplemental provides that amendments thereto shall be made pursuant to the provisions for amendment contained in the Master Indenture; and

WHEREAS, Article XIII of the Master Indenture contains the provisions for amendments; and

WHEREAS, Section 13.02 of the Master Indenture provides that a Supplemental Indenture like the First Supplemental can be amended by a Supplemental Indenture approved by the Owners of at least a majority in aggregate principal amount of the Series of Bonds then Outstanding and secured by such Supplemental Indenture; provided that with respect to any amendment regarding (a) the interest payable upon any Bonds, (b) the dates of maturity or redemption provisions of any Bonds, (c) Article XIII of the Master Indenture and (d) the security provisions hereunder the Master Indenture or under any Supplemental Indenture, such may only be amended by approval of the Owners of all Bonds to be so amended; and

WHEREAS, the District hereby determines that the amendment to Section 5.05 of the First Supplemental as set forth below is not the kind of amendment requiring the approval of the Owners of all of the 2013 Bonds; and

WHEREAS, CEDE & Co. as the registered owner (the "Owner") of all of the 2013 Bonds has assigned its rights to approve amendments like this Second Amendment to the Beneficial Owners of the 2013 Bonds; and

WHEREAS, the Beneficial Owners of at least a majority in aggregate principal amount of the 2013 Bonds have approved the amendment to Section 5.05 of the First Supplemental, as described herein; and

WHEREAS, the form and execution and delivery of this Second Amendment has been duly approved and authorized by the Board of Supervisors of the District pursuant to Resolution No. ____ .

W I T N E S E T H:

For valuable consideration, the receipt of which is hereby acknowledged, the District does hereby agree and covenant with the Trustee as follows:

SECTION 1. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture or First Supplemental are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition "Indenture" shall mean the Master Indenture as supplemented and amended by the First Supplemental and this Second Amendment.

SECTION 2. 5.05 of the **First Supplemental** is hereby amended to read as follows: No Parity Bonds: Limitation on Additional Bonds. Other than Bonds or other debt issued to refund a portion of Outstanding 2013 Bonds, the issuance of which results in net present value debt service savings, the District shall not, while any 2013 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the 2013 Pledged Revenues. Additionally, the District will not issue any debt secured by Special Assessments or a similar encumbrance that attaches to the lands within the District which would result in the total level or such encumbrances, inclusive of the Series 2013 Assessments exceeding \$60,0000 per acre on property within the District not subject to an approved Specific Parcel Master Plan or (ii) debt issued in a principal amount not to exceed \$35 million for purposes of completing the District's Capital Improvement Program (excluding Bonds or other debt issued to refund Outstanding debt which results in present value debt service savings), in each case, without the prior written consent of the Majority Owners of all District debt secured by Special Assessments or lands within the District.

SECTION 3. Confirmation of Master Indenture and First Supplemental Indenture. As supplemented by this Second Amendment, the Master Indenture and First Supplemental are in all respects ratified and confirmed and this Second Amendment shall be read, taken and construed as part of the Master Indenture and First Supplemental so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture and First Supplemental, except insofar as modified herein, shall apply and remain in full force and effect.

SECTION 4. EFFECTIVE DATE: The Amendment shall be effective as of the date first above written.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Greenway Improvement District has caused these presents to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer.

SEAL

**GREENWAY IMPROVEMENT
DISTRICT**

Attest:

Secretary

By: _____
Chairman, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory



**DONALD W. McINTOSH
ASSOCIATES, INC.**

MEMORANDUM

DATE: August 23, 2018
TO: Greenway Improvement District
Board of Supervisors
FROM: Donald W. McIntosh Associates, Inc.
District Engineer
RE: Construction Contract Status

Dear Board Members,

Please accept this correspondence as a current summary of our construction contract status. Listed below by project is a brief summary of recent contract activity. Copies of the latest Change Order logs are attached.

CIVIL ENGINEERS

Nemours Parkway Phase 5 – Jr. Davis Construction, Inc. / BrightView

LAND PLANNERS

Construction Status: The Notification of Project Completion was submitted to the City on June 21, 2018, with the maintenance bond submitted under separate cover on July 2, 2018. The South Florida Water Management District (SFWMD) construction certification was submitted on June 22, 2018, and the SFWMD certification acceptance was received on July 3, 2018. Although the project has effectively been closed out, there are outstanding issues related to:

SURVEYORS

- Modifications to street lights and associated modifications to electrical conduits, pull-boxes and landscaping.
- Relocation of irrigation controller and associated electrical service.

Both of these issues are being evaluated by District staff and may result in one or more change orders and additional project costs.

Change Order (C.O.) Status: None at this time.

Recommended Motion: None at this time.

Nemours Parkway Phase 6 – Jr. Davis Construction, Inc. / BrightView

Construction Status: This project is substantially complete except for the landscape and irrigation, which are in progress, and the second lift of asphalt, signage and striping, which will be installed immediately prior to the final walk through inspection by the City. The localized washout of the roadway following an intense rainstorm on the night of June 7, 2018, has been repaired and a report is to be provided by the Contractor, including all density test results. The tentative date for the walk-through inspection with the City is September 3, 2018

Change Order (C.O.) Status: None at this time.

Recommended Motion: None at this time.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-844-4068



Memorandum

*Re: Greenway Improvement District
Construction Contract Status*

August 23, 2018

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Nemours Parkway Phase 7 – Jr. Davis Construction, Inc.

Construction Status: The project was awarded to Jr. Davis Construction. Contract documents have been finalized and we are waiting on City review for final approval and permit at which time we will issue a Notice To Proceed. It is recommended that the District purchase certain materials directly in order to experience significant savings in sales tax, with such materials largely being limited to pipes, fittings and precast structures.

Change Order (C.O.) Status: None at this time.

Recommended Motion: Authorize District Staff to proceed with direct owner purchase of certain construction materials.

Lake Nona Kellogg Avenue Extension – DeWitt Excavation

Construction Status: PSI tested and deemed the stockpile material suitable for its intended use as embankment fill in the area of future building lots. Once the temporary holding area for dewatering operations has been removed, it is recommended that additional testing be performed within interior of the holding area to ensure the suitability of the material. The Contractor submitted a revised CPM schedule on August 13, 2018, which is currently under review. The Contractor was reminded that this project has to be certified and accepted by the City before the City Park, which is under construction, can be completed. The construction access is now properly maintained and there are no issues with the contractor working in the City's Park under construction.

Change Order (C.O.) Status: None at this time.

Extension of Time Status: Claim of 8 Days due to adverse weather conditions

Recommended Motion: Allow an extension of time of 5 days for May and June without costs

Should there be any questions, please advise.

Thank you.

End of memorandum.

c: Larry Kaufmann
Stephen Flint
Scott Thacker
Lance Jackson
Robin Persad

**LAKE NONA SOUTH
Greenway Improvement District
Nemours Parkway Phase 5
Change Order Log
Jr. Davis**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date 7/12/17	To Board	Approval Date	Notes
						\$3,023,146.05			
<u>1</u>	8/3/2017	Direct Owner Purchase - Materials Deductions	0		VOIDED	\$ 3,023,146.05	8/15/2017/REVISED AMOUNT TO 9/19/17	9/19/2017	Change order for (\$12,480.60) has been Voided
<u>2</u>	9/26/2017	Storm Revisions: DM-9 to Ex. DM-45 modified per revised plans dated 6/16/17; Street Lighting Conduit added per revised plans dated 6/16/17; Landscape Revisions issued 9/14/17 included. Signage & Striping Revisions issued 9-25-17 included.	0	\$ 19,374.95	Approved	\$ 3,042,521.00	10/17/2017	10/17/2017	
<u>3</u>	11/10/2017	Contract Calendar days extension New Substantial Completion Date January 27, 2018.	9	-	Approved	\$ 3,042,521.00	11/21/2017	11/21/2017	
<u>4</u>	1/23/2017	Direct Owner Purchase - Materials deductions for materials purchased by CDD		\$ (228,869.74)	Approved	\$ 2,813,651.26	1/16/2018	1/16/2018	

**LAKE NONA SOUTH
Greenway Improvement District
Nemours Parkway Phase 6
Change Order Log
Jr. Davis**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date 8/17/17	To Board	Approval Date	Notes
						\$2,070,587.60			
1	7/10/2018	8" Directional Bore	0	\$ 10,874.88	Approved	\$ 2,081,462.48	7/17/2018	7/17/2018	
2	6/20/2018	Culvert Rail Installation	0	\$ 13,464.00	Approved	\$ 2,094,926.48	7/17/2018	7/17/2018	
3	7/16/2018	OCPS sidewalk revision	30	\$ 42,220.54	Approved	\$ 2,137,147.02	7/17/2018	7/17/2018	

**LAKE NONA SOUTH
Greenway Improvement District
Nemours Parkway Phase 7
Change Order Log
Jr. Davis**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes

**LAKE NONA SOUTH
Greenway Improvement District
Kellogg Avenue Extension
Change Order Log
Dewitt Excavating**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$1,797,324.98			
<u>1</u>	7/12/2018	Developer Portion - Stabilize Construction Access Road and Import Fill	0	\$230,500.00	Approved	\$2,027,824.58	7/17/2018	7/17/2018	

GREENEWAY IMPROVEMENT DISTRICT

Budgetary Review / Cash Flow Analysis

Greenway Improvement District
 FY 2018
 Cash Flow Analysis

	Beg. Cash	FY17 Inflows	FY17 Outflows	FY18 Inflows	FY18 Outflows	End. Cash
10/1/2017	120,415.34	-	(84,003.24)	1.33	(10,718.08)	25,695.35
11/1/2017	25,695.35	-	(62,938.07)	266,040.37	(120,617.26)	108,180.39
12/1/2017	108,180.39	-	(146.56)	1,011,066.84	(396,728.89)	722,371.78
1/1/2018	722,371.78	-	-	84,671.62	(649,522.91)	157,520.49
2/1/2018	157,520.49	-	-	424,123.21	(49,312.91)	532,330.79
3/1/2018	532,330.79	-	-	228,590.55	(426,182.03)	334,739.31
4/1/2018	334,739.31	-	-	165,908.21	(390,373.39)	110,274.13
5/1/2018	110,274.13	-	-	286,956.09	(107,103.55)	290,126.67
6/1/2018	290,126.67	-	-	117,482.32	(217,166.41)	190,442.58
7/1/2018	190,442.58	-	-	20,058.91	(53,521.47)	156,980.02
8/1/2018	156,980.02	-	-	25.08	(116,491.75)	40,513.35
9/1/2018	40,513.35	-	-	10,500.00	(9,692.40)	41,320.95 as of 09/09/2018
		-	(147,087.87)	2,615,424.53	(2,547,431.05)	41,320.95

**GREENEWAY
IMPROVEMENT DISTRICT**

Audit Engagement Letter



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

August 28, 2018

Greenway Improvement District
12051 Corporate Boulevard
Orlando, FL 32817

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Greenway Improvement District, which comprise governmental activities, each major fund and the budgetary comparison for the General Fund as of and for the year ended September 30, 2018 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2018.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing 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 of 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. 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.

Fort Pierce / Stuart

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Private Companies Practice Section

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Greenway Improvement District
August 28, 2018
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Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to Greenway Improvement District'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. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Greenway Improvement District and that are to be included as part of our audit are listed below:

1. General Fund
2. Debt Service Fund
3. Capital Projects Fund

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

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



Greenway Improvement District
August 28, 2018
Page 3

Management is responsible for identifying and ensuring that Greenway Improvement District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

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

Greenway Improvement District's Records and Assistance

If circumstances arise relating to the condition of the Greenway Improvement District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

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

Other Relevant Information

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



Greenway Improvement District
August 28, 2018
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Fees, Costs and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2018 will not exceed \$4,395 unless the scope of the engagement is changed, the assistance which Greenway Improvement District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

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

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

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



Greenway Improvement District
August 28, 2018
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Reporting

We will issue a written report upon completion of our audit of Greenway Improvement District's financial statements. Our report will be addressed to the Board of Greenway Improvement District. We acknowledge that the District must submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year. Accordingly, we shall deliver a draft audit to the District no later than April 30, 2019 and a final draft audit to the District no later than June 20, 2019. Accordingly, we shall provide a list of needed items to deliver a draft audit to the District Manager no later than March 1, 2019. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on Greenway Improvement District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements.

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

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

Sincerely,

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

Confirmed on behalf of the addressee:



Judson B. Baggett | 6815 Dairy Road
MBA, CPA, CVA, Partner | Zephyrhills, FL 33542
Marci Reutimann | (813) 788-2155
CPA, Partner | (813) 782-8606

System Review Report

To the Directors

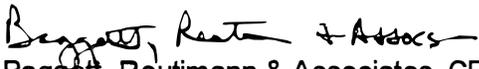
November 2, 2016

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

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL (the firm), in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards and audits of employee benefit plans*.

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL in effect for the year ended May 31, 2016 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs PL, has received a peer review rating of *pass*.


Baggett, Reutimann & Associates, CPAs, PA

(BERGER_REPORT16)

**ADDENDUM TO ENGAGEMENT LETTER
GREENEWAY IMPROVEMENT DISTRICT
DATED AUGUST 28, 2018**

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

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

**FISHKIND & ASSOCIATES, INC.
12051 CORPORATE BLVD
ORLANDO, FL 32817
TELEPHONE: 407-382-3256
EMAIL: _____**

Auditor:  _____

Title: Director

Date: _____

**District: Greenway Improvement
District**

Title: _____

Date: _____

**GREENEWAY
IMPROVEMENT DISTRICT**

**OUC Master Lighting Installation,
Upgrade and Service Agreement –
Nemours Parkway Phase 6**



**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT
NEMOURS PARKWAY PHASE 6**

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

This Master Lighting Installation, Upgrade and Service Agreement (“**Agreement**”) is entered into this _____ day of _____, 20__, 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: _____

Name: _____

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

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, as _____ of the
_____, 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:

Name: _____

Name: _____

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

Attorney for OUC

Date: _____

ORLANDO UTILITIES COMMISSION

By: _____
Clint Bullock
General Manager & CEO

Attest: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, 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.

Notary Public

Printed Name Below Signature

My Commission Expires

EXHIBIT 1
THE PROPERTY

See attached description and sketch

LAKE NONA SOUTH
NEMOURS PARKWAY PHASE 6
PLAT BOUNDARY
Revised 10/16/17

DESCRIPTION:

That part of Section 19, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at Southwest corner of the plat of WELLER BOULEVARD, according to the plat thereof, as recorded in Plat Book 73, Pages 98 and 99 of the Public Records of Orange County, Florida; thence run N00°21'18"E along the West line of said plat of WELLER BOULEVARD, 68.00 feet to the North line of lands described in Official Records Document Number 20170424807, of the Public Records of Orange County, Florida; thence departing said West line run N89°38'42"W along said North line, 287.02 feet to the point of curvature of a curve concave Southeasterly having a radius of 225.00 feet and a chord bearing of S67°28'47"W; thence Southwesterly along said North line and along the arc of said curve through a central angle of 45°45'04" for a distance of 179.66 feet to a non-tangent line and the North line of lands described in Official Records Document Number 20170327575, of the Public Records of Orange County, Florida; thence departing said North line of lands described in Official Records Document Number 20170424807 run N89°38'42"W along the North line of said lands described in Official Records Document Number 20170327575 for a distance of 97.06 feet to the Northwest corner of said lands described in Official Records Document Number 20170327575; thence run the following courses and distances along West line of said lands described in Official Records Document Number 20170327575: S05°46'34"E, 103.15 feet; S08°42'07"E, 88.25 feet; S03°33'13"E, 137.27 feet; S19°20'39"W, 5.08 feet; S01°23'15"E, 129.17 feet; S16°16'28"W, 124.89 feet; S08°38'36"W, 117.81 feet; S05°19'31"E, 89.98 feet; S08°57'52"E, 137.81 feet; S13°49'55"E, 115.04 feet; S31°53'51"E, 74.14 feet; S54°36'02"E, 2.84 feet to the Northernmost corner of lands described in Official Records Document Number 20170424824, of the Public Records of Orange County, Florida, and a point on a non-tangent curve concave Northwesterly having a radius of 160.00 feet and a chord bearing of S48°04'49"W; thence departing said Westerly line run the following courses and distances along the North line, West line and South line of said lands described in Official Records Document Number 20170424824: Southwesterly along the arc of said curve through a central angle of 83°50'23" for a distance of 234.12 feet to the point of tangency; N90°00'00"W, 331.33 feet; S00°00'00"E, 50.00 feet; N90°00'00"E, 331.33 feet to the point of curvature of a curve concave Northwesterly having a radius of 210.00 feet and a chord bearing of N51°46'31"E; thence Northeasterly along the arc of said curve through a central angle of 76°26'57" for a distance of 280.20 feet to the aforesaid West line of lands described in Official Records Document Number 20170327575 and a non-tangent line; thence departing said South line of lands described in Official Records Document Number 20170424824 run S54°36'02"E along said West line, 26.84 feet; thence S56°40'02"E along said West line, 0.71 feet to the Southernmost corner of said lands described in Official Records Document Number 20170327575 and a point on a non-tangent curve concave Westerly having a radius of 180.00 feet and a chord bearing of N09°21'24"W; thence run the following courses and distances along the East line of said lands described in Official Records Document Number 20170327575: Northerly along the arc of said curve through a central angle of 41°13'47" for a distance of 129.53 feet to the point of reverse curvature of a curve concave Easterly having a radius of 605.00 feet and a chord bearing of N05°57'50"W; thence Northerly along the arc of said curve through a central angle of 48°00'56" for a distance of 507.01 feet to the point of reverse curvature of a curve concave Westerly having a radius of 420.00 feet and a chord bearing of N07°14'43"E; thence Northerly along the arc of said curve through a central angle of 21°35'51" for a distance of 158.32 feet to the point of tangency; N03°33'13"W, 189.22 feet to the point of curvature of a curve concave Southeasterly having a radius of 175.00 feet and a chord bearing of N43°24'03"E; thence Northeasterly along the arc of said curve through

a central angle of $93^{\circ}54'32''$ for a distance of 286.83 feet to the Northeast corner of said lands described in Official Records Document Number 20170327575 and the point of tangency; thence departing said Easterly line of lands described in Official Records Document Number 20170327575 run $S89^{\circ}38'42''E$ along the South line of aforesaid lands described in Official Records Document Number 20170424807 for a distance of 285.79 feet to the POINT OF BEGINNING.

Containing 3.181 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NEMOURS PARKWAY PHASE 6
 LOCATED WITHIN SECTION 19, TOWNSHIP 24 SOUTH, RANGE 31 EAST
 CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

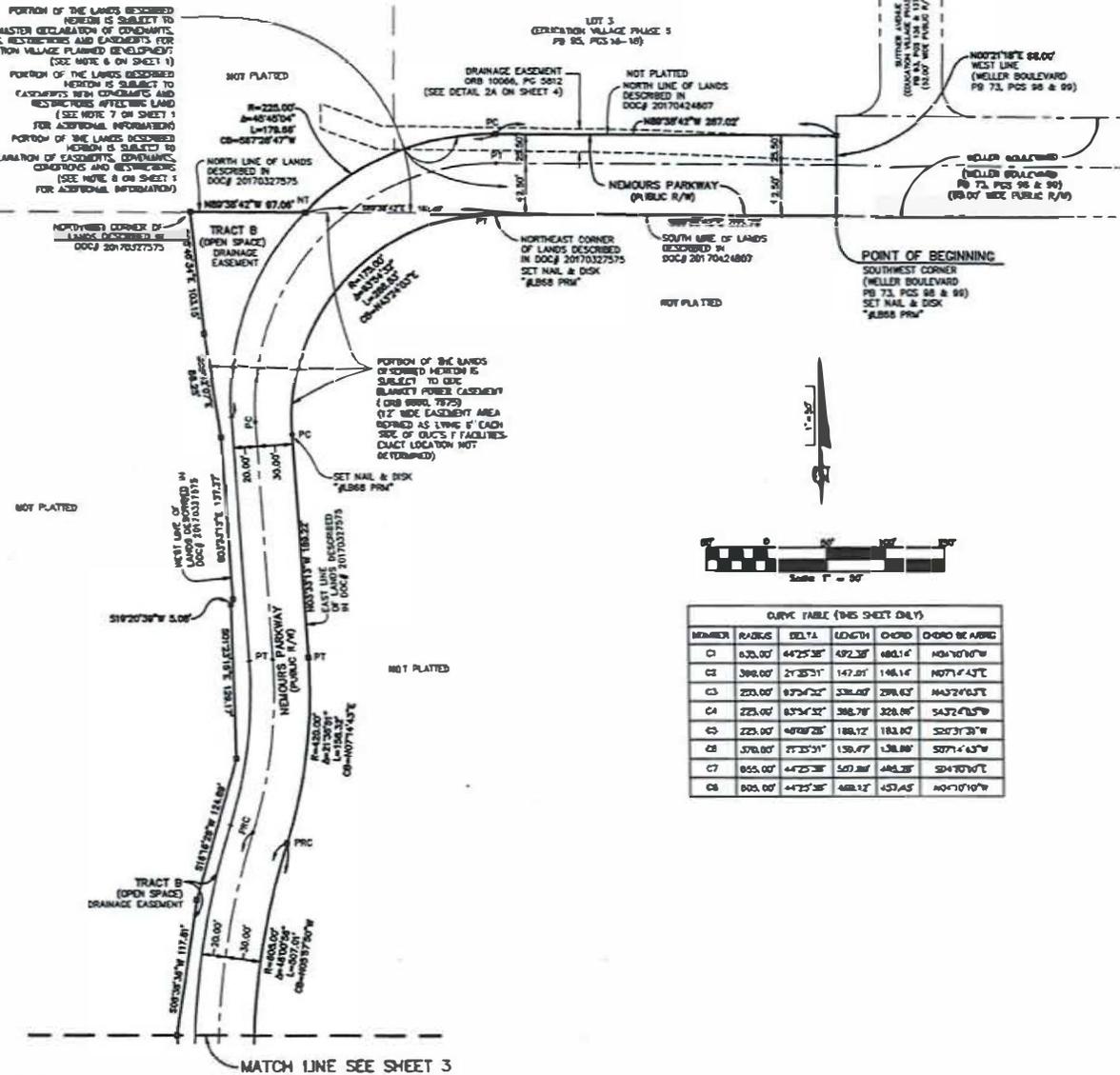
PLAT BOOK PAGE

SHEET 2 OF 4
 SEE SHEET 1 FOR NOTES AND LEGEND

PORTION OF THE LANDS DESCRIBED HEREIN IS SUBJECT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EDUCATION VILLAGE PLANNED DEVELOPMENT (SEE NOTE 6 ON SHEET 1)

PORTION OF THE LANDS DESCRIBED HEREIN IS SUBJECT TO COVENANTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (SEE NOTE 7 ON SHEET 1 FOR ADDITIONAL INFORMATION)

PORTION OF THE LANDS DESCRIBED HEREIN IS SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (SEE NOTE 8 ON SHEET 1 FOR ADDITIONAL INFORMATION)



CURVE TABLE (THIS SHEET ONLY)

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	620.00'	44°25'38"	492.38'	480.14'	N04°10'10"W
C2	398.00'	21°25'21"	147.01'	146.14'	N07°14'43"E
C3	223.00'	0°24'22"	338.00'	338.00'	N03°24'03"E
C4	223.00'	63°54'32"	388.78'	328.86'	S43°24'03"W
C5	223.00'	48°08'28"	188.12'	183.80'	S20°31'20"W
C6	578.00'	21°25'21"	138.47'	138.88'	S07°14'43"W
C7	655.00'	44°25'38"	507.88'	486.38'	S04°10'10"E
C8	605.00'	44°25'38"	488.12'	457.45'	N04°10'10"W

PRELIMINARY

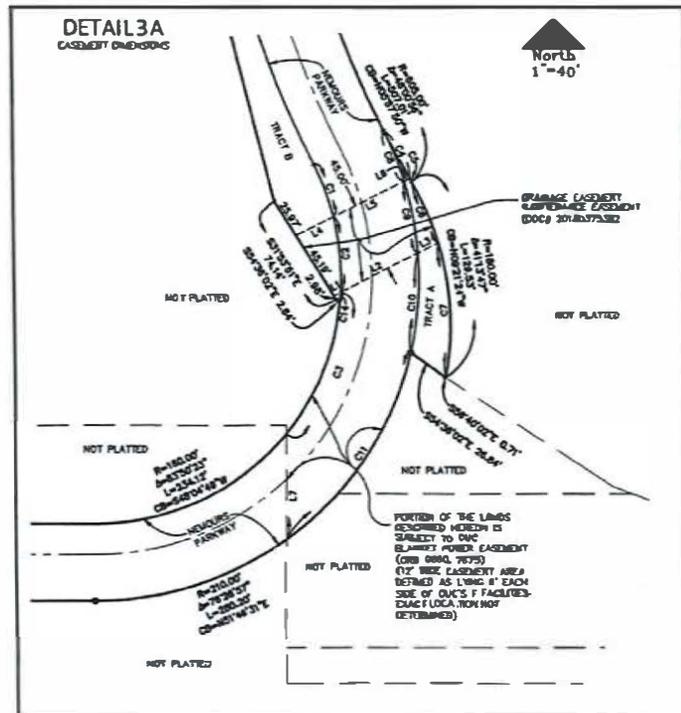
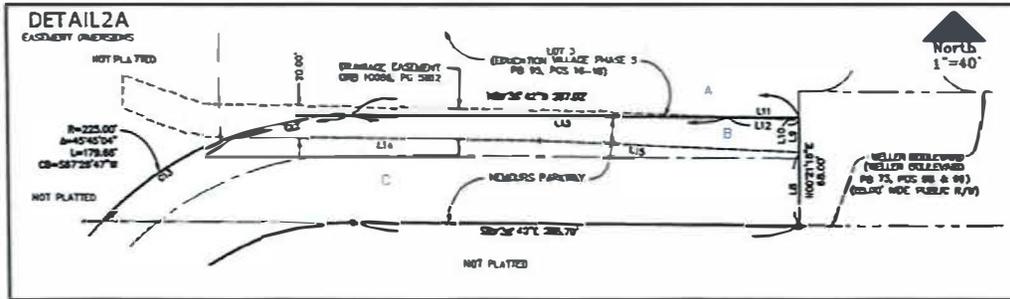
PREPARED BY:
 **DONALD W. McINTOSH ASSOCIATES, INC.**
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 844-4888
 CERTIFICATE OF AUTHORIZATION NUMBER L364

NOTE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND SHALL IN NO CIRCUMSTANCES BE SUPPLEMENTED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DATE: 08/26/2010 11:00AM PROJECT: NEMOURS PARKWAY PHASE 6

NEMOURS PARKWAY PHASE 6
 LOCATED WITHIN SECTION 19, TOWNSHIP 24 SOUTH, RANGE 31 EAST
 CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

PLAT BOOK PAGE
 SHEET 4 OF 4
 SEE SHEET 1 FOR NOTES AND LEGEND



LINE TABLE (THIS SHEET ONLY)

NUMBER	BEARING	DISTANCE
L1	S83°22'28"W	4.85'
L2	S83°22'28"W	55.80'
L3	S83°22'28"W	14.80'
L4	S83°22'28"W	27.15'
L5	S83°22'28"W	81.05'
L6	S83°22'28"W	4.02'
L7	N00°00'00"E	82.58'
L8	S83°22'28"W	46.40'
L9	S83°22'28"W	23.01'
L10	S00°21'07"W	1.58'
L11	S88°28'42"E	45.33'
L12	N87°38'08"W	45.38'
L13	S88°38'47"E	241.88'
L14	N88°08'02"W	197.96'
L15	N87°38'08"W	156.84'

CURVE TABLE (THIS SHEET ONLY)

NUMBER	RADIUS	DELTA	LENCH	CHORD	CHORD BEARING
C1	180.00'	127°42'20"	35.81'	30.73'	S18°58'18"E
C2	180.00'	172°57'05"	48.84'	48.48'	S94°57'04"E
C3	180.00'	29°29'01"	88.88'	87.34'	S29°34'02"W
C4	804.00'	3°20'33"	20.30'	20.29'	N88°03'16"E
C5	874.00'	0°14'45"	2.80'	2.80'	N88°20'20"W
C6	180.00'	132°57'05"	42.58'	42.48'	N23°17'29"W
C7	180.00'	27°40'25"	88.88'	88.15'	N88°24'45"W
C8	210.00'	8°40'30"	35.46'	35.47'	S27°32'44"E
C9	210.00'	12°48'13"	48.98'	48.88'	S20°17'32"E
C10	210.00'	17°28'18"	63.82'	63.67'	S24°49'54"W
C11	210.00'	40°28'24"	148.17'	148.17'	S37°46'29"W
C12	225.00'	20°17'17"	78.45'	78.00'	N88°14'08"E
C13	225.00'	25°28'47"	100.25'	98.43'	N57°22'08"E
C14	180.00'	2°16'08"	6.43'	6.43'	S85°02'47"E

PRELIMINARY

PREPARED BY:

DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK ANGLE NORTH, WINTER PARK, FLORIDA 32788 (407) 844-4048
 CERTIFICATE OF AUTHORIZATION NUMBER 1393

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL REPRESENTATION OF THE SUBMITTED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



PLAT BOOK PAGE SHEET 4 OF 4 SEE SHEET 1 FOR NOTES AND LEGEND

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 6
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: 603759
Comments: _____

EXHIBIT 2

INITIAL LIGHTING PLAN

- (14ea) 20' Bronze Alum Pole / OUC # 036-27508
- (14ea) 83w GE Post Top Type III Fixture / OUC # 036-23120
- (11ea) 125w LED GE Cobra Fixture / OUC # 036-23116
- (11ea) 28' Octagonal Concrete Pole, Jade Green, / OUC # 036-27500
- (11ea) 2 x 6' Aluminum Arm Black / OUC # 036-25029
- (1ea) 51w LED Floodlight / OUC # 036-23200

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 [\$ 456.91] . 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 (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 _____

GREENEWAY IMPROVEMENT DISTRICT

**OUC Master Lighting Installation,
Upgrade and Service Agreement –
Centerline**



**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 _____ day of _____, 20___, 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 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: _____

Name: _____

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

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, as _____ of the
_____, 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:

Name: _____

Name: _____

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

Attorney for OUC

Date: _____

ORLANDO UTILITIES COMMISSION

By: _____

Clint Bullock
General Manager & CEO

Attest: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, 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.

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:

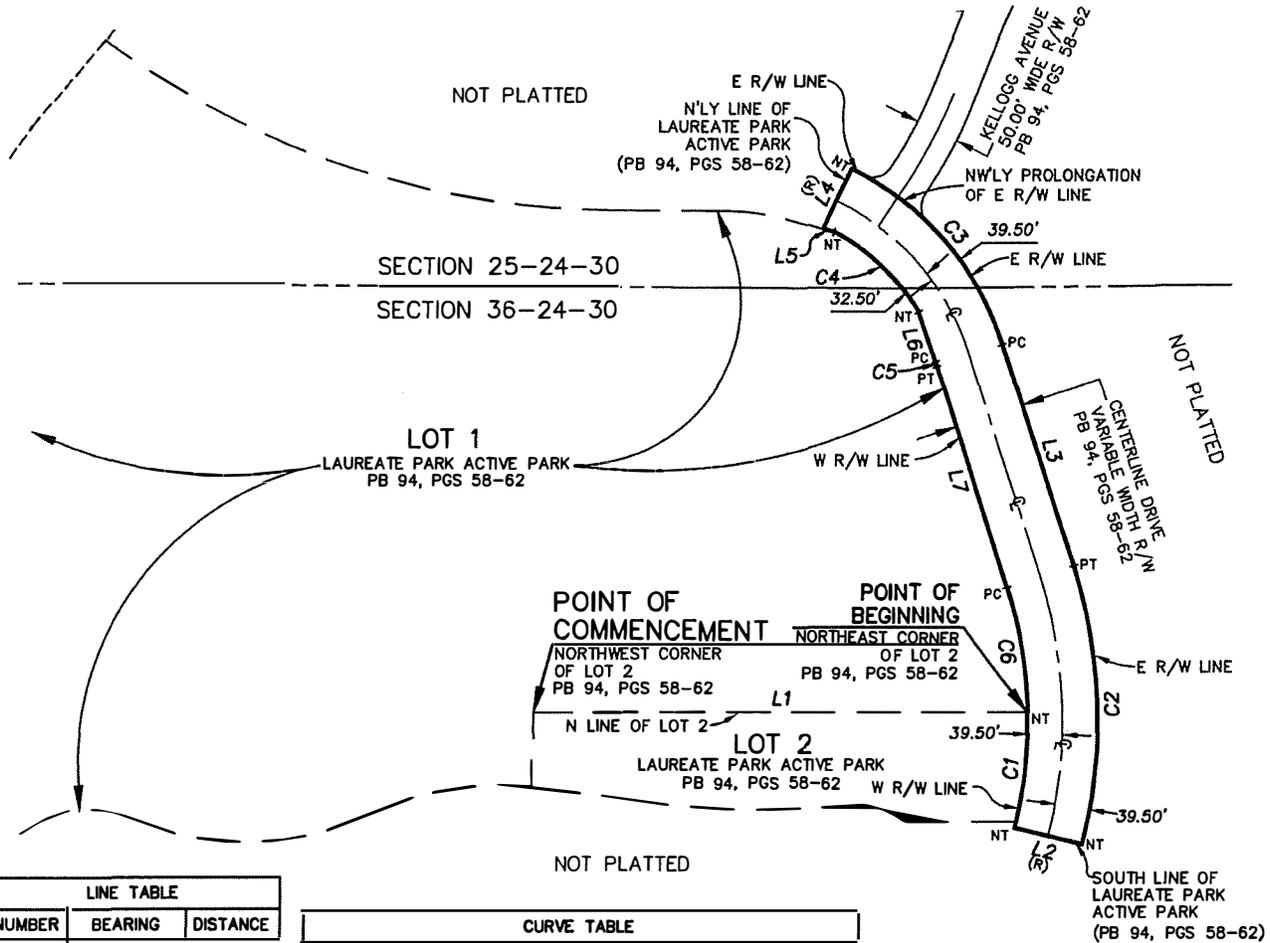
Centerline Drive, according to the plat of LAUREATE PARK ACTIVE PARK, as recorded in Plat Book 94, Pages 58 through 62, of the Public Records of Orange County, Florida.

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

SKETCH OF DESCRIPTION

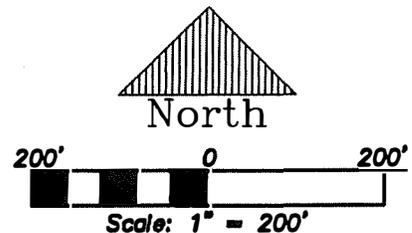
SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR LEGAL DESCRIPTION, NOTES, AND LEGEND

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



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N80°00'00"E	563.80'
L2	S76°21'12"E	79.00'
L3	N18°12'40"W	264.77'
L4	S25°13'58"W	74.70'
L5	S75°09'24"E	13.20'
L6	S19°30'08"E	60.51'
L7	S18°12'40"E	264.77'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	500.00'	15°16'02"	133.23'	132.84'	S06°00'47"W
C2	579.00'	31°51'28"	321.94'	317.81'	N02°16'56"W
C3	337.00'	46°33'22"	273.83'	266.36'	N41°29'21"W
C4	265.00'	29°15'27"	135.32'	133.85'	S47°19'46"E
C5	258.00'	1°17'28"	5.81'	5.81'	S18°51'24"E
C6	500.00'	16°35'25"	144.78'	144.27'	S09°54'57"E



PREPARED FOR:
LAKE NONA LAND COMPANY, LLC

LAUREATE PARK ACTIVE PARK - CENTERLINE DRIVE

DATE	BY	DESCRIPTION



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 February 16, 2018
Florida Registered Surveyor and Mapper
Certificate No. 6950
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: <u>RIS</u>	CHECKED BY: <u>RIS</u>	JOB NO. <u>16208</u>	SCALE <u>1"=200'</u>	SHEET <u>1</u>
DATE: <u>2/2018</u>	DATE: <u>2/2018</u>			OF <u>2</u>

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.	SCALE	SHEET <u>2</u>
DATE: <u>2/2018</u>	DATE: <u>2/2018</u>	16208	N/A	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 _____

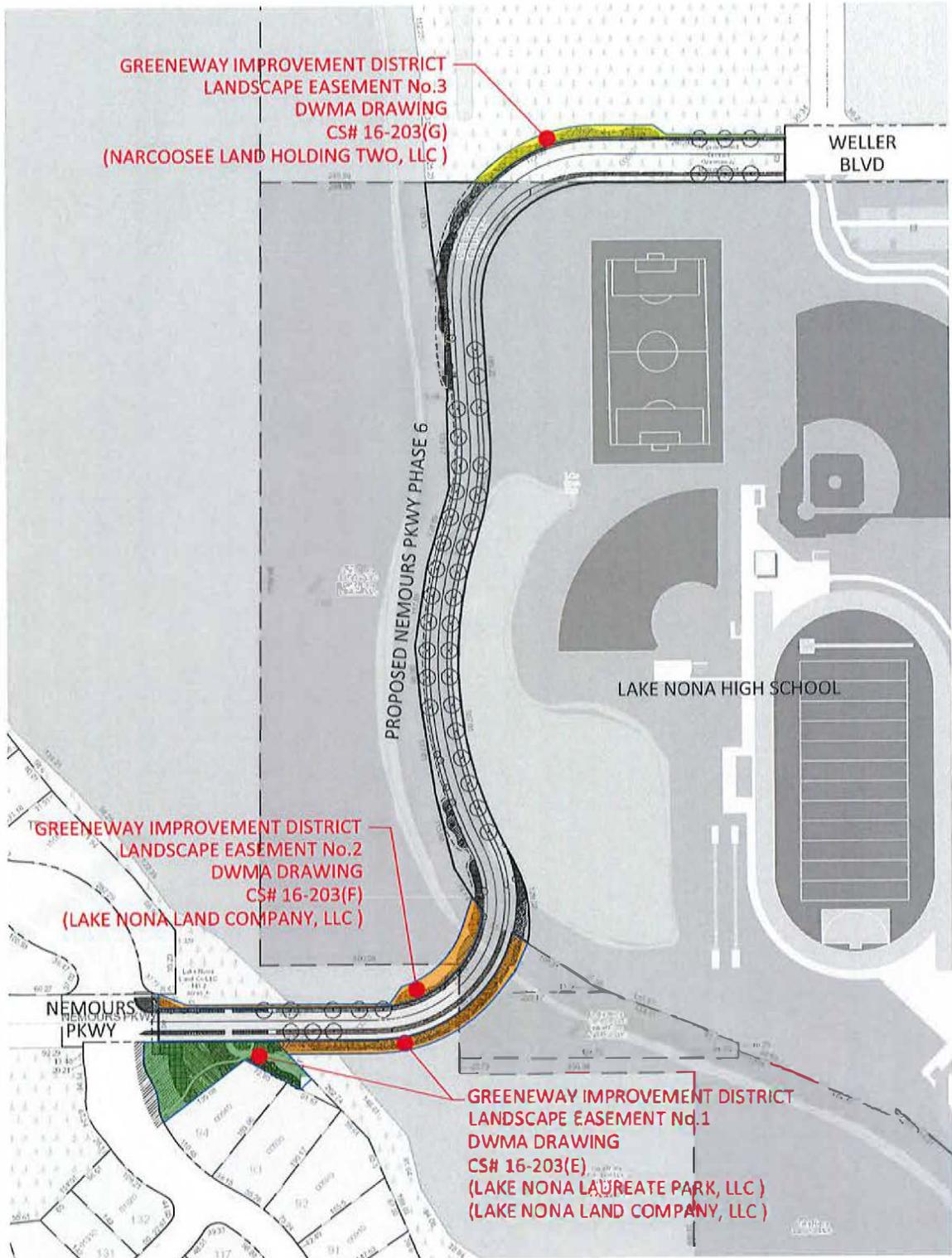
ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date _____

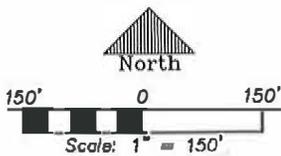
Authorized Customer Representative; Printed Name & Signature Date _____

GREENEWAY IMPROVEMENT DISTRICT

**Landscape Easement Agreements
#1, 2 & 3**



**KEYMAP - EXHIBIT
PROPOSED
NEMOURS PARKWAY PHASE 6
LANDSCAPE EASEMENTS TO
GREENWAY IMPROVEMENT DISTRICT**



THIS IS NOT A SURVEY

OCTOBER 31, 2017
REVISED 7/9/2018



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 BARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. 01628

Printed: Mon 09-Jul-2018 05:28P,1
F:\Pro\2014\14032\SDwg\VA1080\exhib\EX-4 CS# KEYMAP CDD Landscape.dwg

Prepared By and Return To:

Sara W. Bernard, Esquire
Nelson Mullins Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

LANDSCAPE EASEMENT AGREEMENT

THIS LANDSCAPE EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2018 by **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**LNLC**”), and **LAKE NONA LAUREATE PARK, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**LNLP**” and together with LNLC referred to herein collectively as “**Grantor**”), and **GREENWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“**Grantee**”) (LNLC, LNLP and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, LNLC and LNLP are the owners in fee simple of separate parcels of land located in Orange County, Florida, lying within the “Lake Nona Development of Regional Impact / PD” (the “**Development**”), including that certain real property located in the City of Orlando, Orange County, Florida, being more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (collectively, the “**Easement Area**”) abutting “Nemours Parkway Phase 6”; and

WHEREAS, it is contemplated that certain landscaping, irrigation and related improvements are to be located within the Easement Area; and

WHEREAS, Grantor desires to grant to Grantee a perpetual, nonexclusive landscape easement for ingress, egress and access to and for the construction, installation, operation, repair, maintenance, use and replacement of the Improvements (as defined below) on, upon, over, under, across and through their respective portions of the Easement Area in favor Grantee upon such terms and conditions as set forth herein; and

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

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

2. **Creation of Perpetual Easement.** Each Grantor hereby grants to Grantee, its successors and/or assigns, a perpetual, non-exclusive easement (the “**Easement**”) on, upon, over, under, across and through their respective portions of the Easement Area for the purpose of ingress, egress and access to and for the construction, installation, operation, repair, maintenance, use and replacement of landscaping, irrigation and related improvements located within the Easement Area (collectively, the “**Improvements**”). With respect to that portion of the Easement Area owned by LNLP, which is lying within Tract OS-8, Lake Nona Laureate Park Phase 3B, according to the plat thereof, as recorded in Plat Book 79, Pages 132 through 138, in the Public Records of Orange County, Florida, the Improvements may include hardscaping, sidewalks, decorative columns and light fixtures. Notwithstanding the foregoing, nothing contained herein shall be deemed to create or grant any right to use the Easement Area for the provision of general utilities or communication services; except, however, Grantee shall have the right to install electrical utilities necessary to service the light fixtures installed as part of the Improvements.

3. **Maintenance.** Grantee, at Grantee’s expense, shall be responsible for maintaining, repairing and replacing the Improvements in order to keep the Improvements in good working order and good condition; provided further that, any landscaping or hardscaping which is maintained, repaired or replaced hereunder shall be commensurate with such other landscaping and hardscaping on lands within the Development. Grantee acknowledges and agrees that all work conducted by, or on behalf of Grantee, hereunder shall be in compliance with any and all applicable laws, rules, regulations, governmental and quasi-governmental permits, ordinances, approvals and requirements. In the event that Grantee, or its successors or assigns, fails to commence and diligently pursue completion of any maintenance, repair, or replacement of the Improvements within fifteen (15) days after receipt by Grantee of written notice from either Grantor of any required maintenance, repair, or replacement contemplated hereunder, each Grantor shall have the right, but not the obligation, to maintain, repair, or replace said Improvements in good working order and good condition and to thereafter obtain a reimbursement from Grantee, or its successors or assigns, within fifteen (15) days after receipt of detailed invoices and bills for the actual third-party out-of-pocket costs incurred thereby, together with interest calculated at the maximum allowable rate under Florida law from the date the payment is due until the payment is received. Notwithstanding anything contained herein to the contrary, in the event that the foregoing obligation of Grantee requires capital improvements, Grantee shall have a period of thirty (30) days to comply with the provisions herein instead of the fifteen (15) days as otherwise stated herein.

4. **Damage.**

(a) In the event that Grantee, its respective employees, agents, assignees, or contractors cause damage to the Easement Area or any of the improvements located within the Easement Area, or causes damage to Grantor’s other property or any improvements located thereon, in the exercise of the easement rights granted herein, Grantee, at Grantee’s sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade, including, without limitation, repair and replacement of any landscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines and other structures, within thirty (30) days after receiving written notice of the occurrence of any such damage, and Grantee shall allow no lien to attach to the Easement Area or any improvements located on said

property or either Grantor's other property arising out of work performed by, for, or on behalf of Grantee.

(b) In the event that either Grantor or its respective employees, agents or contractors, cause damage to the Improvements located within the Easement Area, such Grantor, at such Grantor's sole cost and expense, agrees to commence and diligently pursue the restoration of the Improvements so damaged to as nearly as practical to the original condition, within thirty (30) days after receiving written notice of the occurrence of any such damage, and such Grantor shall allow no lien to attach to the Easement Area or any Improvements located thereon arising out of work performed by, for, or on behalf of such Grantor.

5. **Reconfiguration and Relocation of Easement Areas.** Each Grantor, in its sole and absolute discretion, shall be entitled to develop and redevelop the property of which the Easement Area forms a part of or any adjacent property to which the Easement Area abuts, and in connection therewith, may elect, in its sole and absolute discretion, to reconfigure and relocate the Improvements and the Easement Area to conform to the final ascertained location of the Improvements elsewhere on its property; provided, further, that the same (i) shall be performed at the sole cost and expense of such Grantor, (ii) shall be performed in accordance with all applicable laws, rules, regulations, governmental and quasi-governmental permits, ordinances, and approvals for such relocation or reconfiguration, and (iii) shall provide at least the same Improvements or substantially the same Improvements that existed prior to such reconfiguration or relocation. In such event, an amendment shall be made to this Agreement by only the applicable Grantor and Grantee to relocate (and re-describe) the Easement Area accordingly. No additional parties shall have the right to, nor shall be required to, join in such amendment to this Agreement, nor shall any additional party have the right to approve such amendment, for such amendment to have full force and effect, and for such amendment to cause a full and complete release from the terms and provisions of this Agreement of the portion of the Easement Area from which the Improvements have been removed and relocated.

6. **Insurance.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor.

7. **Indemnity.**

(a) Each Grantor agrees to defend, indemnify and hold Grantee harmless from and against any and all claims, suits, judgments, demands, costs and expenses, including attorney's fees of any kind or nature whatsoever related to this Agreement arising directly out of or caused by any act or omission of such Grantor, its agents, employees, consultants, representatives, and contractors (and their subcontractors, employees and materialman). Nothing contained herein shall be deemed to create any joint and several liability of either Grantor for the liabilities of the other Grantor.

(b) To the extent allowed by law, Grantee agrees to defend, indemnify and hold harmless Grantor, its agents, employees and contractors from and against any and all claims, suits, judgments, demands, cost and expenses, including attorney's fees of any kind or nature whatsoever related to this Agreement arising directly out of or caused by any act or omission of Grantee, its agents, employees, consultants, representatives, and contractors (and their subcontractors, employees and materialmen).

(c) Grantor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of Grantee's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

8. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of its rights hereunder.

9. **Obligations of Grantee.** Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

10. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the benefit and use of Grantee and its successors, permitted assigns, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), guests and invitees and shall be binding upon the Easement Area and shall be a covenant running with the title to the Easement Area. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purpose as expressly set forth herein, including, specifically, the right of entry on, over, upon and through the Easement Area for purposes of maintenance, operation, repair and construction within the Easement Area of any Improvements now or hereafter located therein, subject to the limitations set forth herein.

11. **Assignment and Termination.** Grantee may assign its rights and obligations under this Agreement to any association, entity, municipality, district or other governmental authority that agrees to construct and/or maintain, repair and replace the Improvements to be constructed in accordance with the terms of this Agreement, and assumes the obligations of Grantee hereunder, whereupon Grantee shall be released from all obligations and liabilities hereunder, subject to Grantor's consent. If the Easement shall be abandoned by Grantee or terminated in any manner, all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to each applicable Grantor as to its respective portion of the Easement Area.

12. **Amendments and Waivers.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Orange County, Florida. No delay

or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

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

To LNLC: Lake Nona Land Company, LLC
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827
Attn: James L. Zboril, President
Michelle R. Rencoret, General Counsel

With a copy to: Nelson Mullins Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: Sara W. Bernard, Esquire

To LNLP: Lake Nona Laureate Park, LLC
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827
Attn: James L. Zboril, President
Michelle R. Rencoret, General Counsel

With a copy to: Nelson Mullins Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: Sara W. Bernard, Esquire

To Grantee: Greeneway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526 (32314)
Tallahassee, Florida 32301

14. **Use of Easement Area.** It is acknowledged and agreed to by the Parties that the Easement granted under this Agreement is not an exclusive easement and that each Grantor shall have the right to use and enjoy their respective portions of the Easement Area in any manner not inconsistent with the easement rights created herein.

15. **Attorneys' Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in any such actions or proceedings shall include the award of attorneys' fees, costs, and expenses, as just described. The terms of this section shall survive any termination of this Agreement

16. **Effective Date.** The Effective Date of this Agreement shall be the last day that LNLC, LNLP and Grantee have executed this Agreement.

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

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

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

WITNESSES:

“LNLC”

Signed, sealed and delivered
In the presence of:

LAKE NONA LAND COMPANY, LLC,
a Florida limited liability company

Print Name: _____

By: _____
James L. Zboril, President

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by James L. Zboril, as President of Lake Nona Land Company, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

{Notary Seal}

WITNESSES:

Signed, sealed and delivered
In the presence of:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by James L. Zboril, as President of Lake Nona Laureate Park, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

“LNLP”

LAKE NONA LAUREATE PARK, LLC,
a Florida limited liability company

By: _____
James L. Zboril, President

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

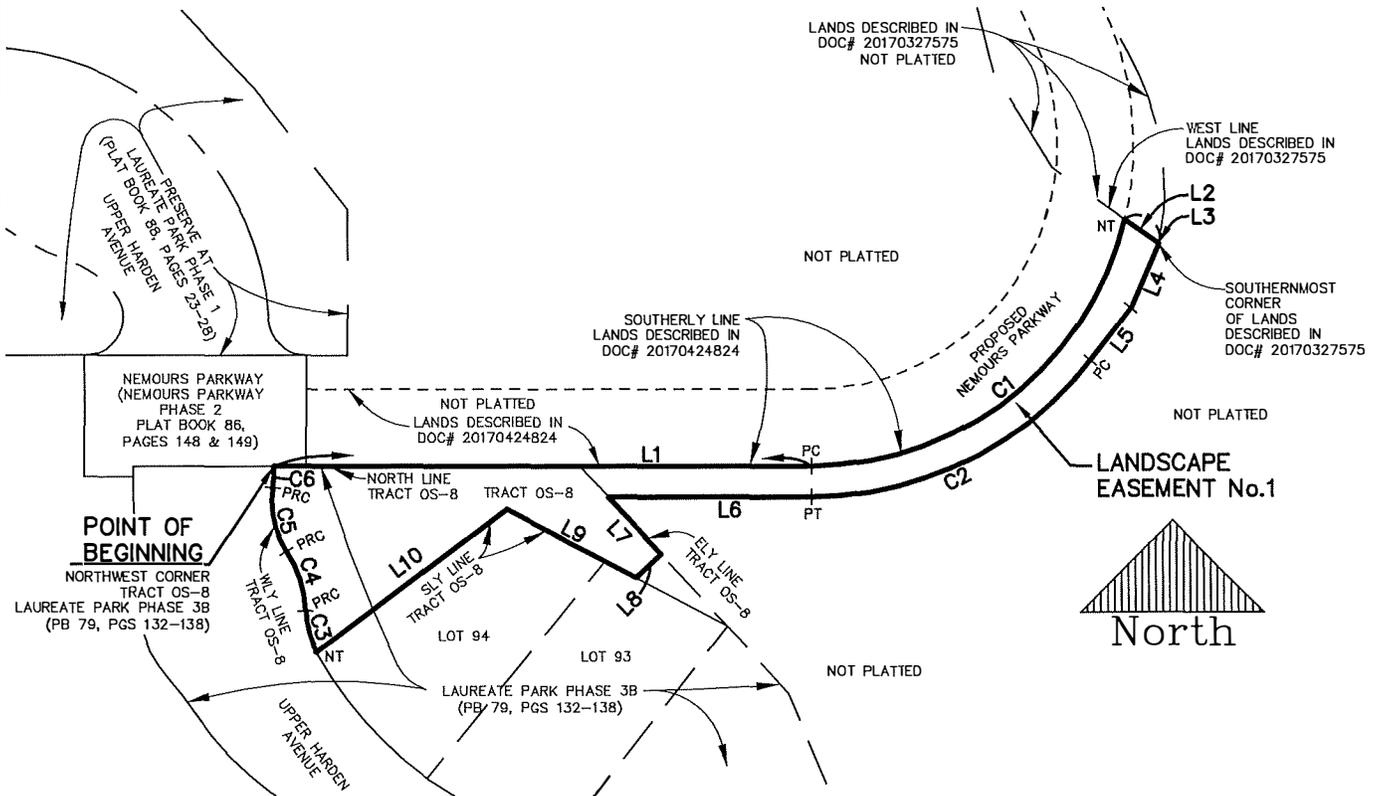
{Notary Seal}

EXHIBIT "A"

EASEMENT AREA

[See Attached Sketch of Description CS#16-203(E) – 2 pages]

SKETCH OF DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N90°00'00"E	352.52'
L2	S54°36'02"E	26.84'
L3	S56°40'02"E	0.71'
L4	S23°55'02"W	45.64'
L5	S37°43'34"W	42.82'
L6	N90°00'00"W	134.16'
L7	S42°57'18"E	51.27'
L8	S47°02'42"W	22.59'
L9	N62°15'04"W	96.11'
L10	S52°58'47"W	155.08'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	210.00'	76°26'57"	280.20'	259.87'	N51°46'31"E
C2	230.00'	52°16'26"	209.84'	202.64'	S63°51'47"W
C3	60.00'	26°52'03"	28.14'	27.88'	N15°17'12"W
C4	75.00'	31°29'44"	41.23'	40.71'	N17°36'02"W
C5	60.00'	41°33'54"	43.53'	42.58'	N12°33'57"W
C6	100.00'	8°13'01"	14.34'	14.33'	N04°06'30"E



Scale: 1" = 120'

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR NOTES, LEGEND AND LEGAL DESCRIPTION

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.

PREPARED FOR: **GREENWAY IMPROVEMENT DISTRICT**

NEMOURS PARKWAY PHASE 6
GREENWAY IMPROVEMENT DISTRICT
LANDSCAPE EASEMENT No.1

(LAKE NONA LAND COMPANY, LLC AND LAKE NONA LAUREATE PARK, LLC)

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

Scott Grossman July 10, 2018
Florida Registered Surveyor and Mapper
Certificate No. 5048

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: PH
DATE: 7/2018

CHECKED BY: SG
DATE: 7/2018

JOB NO.
14052.036

SCALE
1"=120'

SHEET 1
OF 2

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR NOTES, LEGEND AND LEGAL DESCRIPTION

DESCRIPTION:

That part of Tract OS-8, LAUREATE PARK PHASE 3B, according to the plat thereof, as recorded in Plat Book 79, Pages 132 through 138, of the Public Records of Orange County, Florida, and that part of Section 19, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Northwest corner of said Tract OS-8, thence N90°00'00"E along the North line of said Tract OS-8 and the Southerly line of lands described in Official Records Document Number 20170424824, of the Public Records of Orange County, Florida, for a distance of 352.52 feet to the point of curvature of a curve concave Northwesterly having a radius of 210.00 feet and a chord bearing of N51°46'31"E; thence Northeasterly along said Southerly line of lands described in Official Records Document Number 20170424824 and the arc of said curve through a central angle of 76°26'57" for a distance of 280.20 feet to the West line of lands described in Official Records Document Number 20170327575, of the Public Records of Orange County, Florida and a non-tangent line; thence departing said Southerly line run S54°36'02"E along said West line, 26.84 feet; thence S56°40'02"E along said West line, 0.71 feet to the Southernmost corner of said lands described in Official Records Document Number 20170327575; thence departing said West line run S23°55'02"W, 45.64 feet; thence S37°43'34"W, 42.82 feet to the point of curvature of a curve concave Northwesterly having a radius of 230.00 feet and a chord bearing of S63°51'47"W; thence Southwesterly along the arc of said curve through a central angle of 52°16'26" for a distance of 209.84 feet to the point of tangency; thence N90°00'00"W, 134.16 feet to the Easterly line of aforesaid Tract OS-8; thence S42°57'18"E along said Easterly line, 51.27 feet; thence departing said Easterly line run S47°02'42"W, 22.59 feet to the Southerly line of said Tract OS-8; thence run the following courses and distances along said Southerly line and the Westerly line of said Tract OS-8: N62°15'04"W, 96.11 feet; S52°58'47"W, 155.08 feet to a point on a non-tangent curve concave Easterly having a radius of 60.00 feet and a chord bearing of N15°17'12"W; thence Northerly along the arc of said curve through a central angle of 26°52'03" for a distance of 28.14 feet to the point of reverse curvature of a curve concave Westerly having a radius of 75.00 feet and a chord bearing of N17°36'02"W; thence Northerly along the arc of said curve through a central angle of 31°29'44" for a distance of 41.23 feet to the point of reverse curvature of a curve concave Easterly having a radius of 60.00 feet and a chord bearing of N12°33'57"W; thence Northerly along the arc of said curve through a central angle of 41°33'54" for a distance of 43.53 feet to the point of reverse curvature of a curve concave Westerly having a radius of 100.00 feet and a chord bearing of N04°06'30"E; thence Northerly along the arc of said curve through a central angle of 08°13'01" for a distance of 14.34 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 North line of Tract OS-8, LAUREATE PARK PHASE 3B, as recorded in Plat Book 79, Pages 132 through 138, as 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.
- No facilities associated with this sketch of description have been field located by Donald W. McIntosh Associates, Inc. Limits of Sketch of Description based on information provided to Donald W. McIntosh Associates, Inc.

LEGEND

PT	POINT OF TANGENCY
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
NT	NON-TANGENT
R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
ELY	EASTERLY
SLY	SOUTHERLY
WLY	WESTERLY
L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)
DOC#	OFFICIAL RECORDS DOCUMENT NUMBER OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PREPARED FOR: GREENWAY IMPROVEMENT DISTRICT

NEMOURS PARKWAY PHASE 6
GREENWAY IMPROVEMENT DISTRICT
LANDSCAPE EASEMENT No.1
(LAKE NONA LAND COMPANY, LLC AND LAKE NONA LAUREATE PARK, LLC)



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>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>14052.036</u>	SCALE <u>N/A</u>	SHEET <u>2</u>
DATE: <u>7/2018</u>	DATE: <u>7/2018</u>			OF <u>2</u>

Prepared By and Return To:

Sara W. Bernard, Esquire
Nelson Mullins Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

LANDSCAPE EASEMENT AGREEMENT

THIS LANDSCAPE EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2018 by **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**Grantor**”), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“**Grantee**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in Orange County, Florida, lying within the “Lake Nona Development of Regional Impact / PD” (the “**Development**”), including that certain real property located in the City of Orlando, Orange County, Florida, being more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (collectively, the “**Easement Area**”) abutting “Nemours Parkway Phase 6”; and

WHEREAS, it is contemplated that certain landscaping, irrigation and related improvements are to be located within the Easement Area; and

WHEREAS, Grantor desires to grant to Grantee a perpetual, nonexclusive landscape easement for ingress, egress and access to and for the construction, installation, operation, repair, maintenance, use and replacement of the Improvements (as defined below) on, upon, over, under, across and through the Easement Area in favor Grantee upon such terms and conditions as set forth herein; and

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

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

2. **Creation of Perpetual Easement.** Grantor hereby grants to Grantee, its successors and/or assigns, a perpetual, non-exclusive easement (the “**Easement**”) on, upon, over,

under, across and through the Easement Area for the purpose of ingress, egress and access to and for the construction, installation, operation, repair, maintenance, use and replacement of landscaping, irrigation and related improvements located within the Easement Area (collectively, the “**Improvements**”). Notwithstanding the foregoing, nothing contained herein shall be deemed to create or grant any right to use the Easement Area for the provision of general utilities or communication services.

3. **Maintenance.** Grantee, at Grantee’s expense, shall be responsible for maintaining, repairing and replacing the Improvements in order to keep the Improvements in good working order and good condition; provided further that, any landscaping or hardscaping which is maintained, repaired or replaced hereunder shall be commensurate with such other landscaping and hardscaping on lands within the Development. Grantee acknowledges and agrees that all work conducted by, or on behalf of Grantee, hereunder shall be in compliance with any and all applicable laws, rules, regulations, governmental and quasi-governmental permits, ordinances, approvals and requirements. In the event that Grantee, or its successors or assigns, fails to commence and diligently pursue completion of any maintenance, repair, or replacement of the Improvements within fifteen (15) days after receipt by Grantee of written notice from Grantor of any required maintenance, repair, or replacement contemplated hereunder, Grantor shall have the right, but not the obligation, to maintain, repair, or replace said Improvements in good working order and good condition and to thereafter obtain a reimbursement from Grantee, or its successors or assigns, within fifteen (15) days after receipt of detailed invoices and bills for the actual third-party out-of-pocket costs incurred thereby, together with interest calculated at the maximum allowable rate under Florida law from the date the payment is due until the payment is received. Notwithstanding anything contained herein to the contrary, in the event that the foregoing obligation of Grantee requires capital improvements, Grantee shall have a period of thirty (30) days to comply with the provisions herein instead of the fifteen (15) days as otherwise stated herein.

4. **Damage.**

(a) In the event that Grantee, its respective employees, agents, assignees, or contractors cause damage to the Easement Area or any of the improvements located within the Easement Area, or causes damage to Grantor’s other property or any improvements located thereon, in the exercise of the easement rights granted herein, Grantee, at Grantee’s sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade, including, without limitation, repair and replacement of any landscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines and other structures, within thirty (30) days after receiving written notice of the occurrence of any such damage, and Grantee shall allow no lien to attach to the Easement Area or any improvements located on said property or Grantor’s other property arising out of work performed by, for, or on behalf of Grantee.

(b) In the event that Grantor, its respective employees, agents or contractors, cause damage to the Improvements located within the Easement Area, Grantor, at Grantor’s sole cost and expense, agrees to commence and diligently pursue the restoration of the Improvements so damaged to as nearly as practical to the original condition, within thirty (30) days after

receiving written notice of the occurrence of any such damage, and Grantor shall allow no lien to attach to the Easement Area or any Improvements located thereon arising out of work performed by, for, or on behalf of Grantor.

5. **Reconfiguration and Relocation of Easement Areas.** Grantor, in its sole and absolute discretion, shall be entitled to develop and redevelop the property of which the Easement Area forms a part of or any adjacent property to which the Easement Area abuts, and in connection therewith, may elect, in its sole and absolute discretion, to reconfigure and relocate the Improvements and the Easement Area to conform to the final ascertained location of the Improvements elsewhere on its property; provided, further, that the same (i) shall be performed at the sole cost and expense of Grantor, (ii) shall be performed in accordance with all applicable laws, rules, regulations, governmental and quasi-governmental permits, ordinances, and approvals for such relocation or reconfiguration, and (iii) shall provide at least the same Improvements or substantially the same Improvements that existed prior to such reconfiguration or relocation. In such event, an amendment shall be made to this Agreement by Grantor and Grantee to relocate (and re-describe) the Easement Area accordingly. No additional parties shall have the right to, nor shall be required to, join in such amendment to this Agreement, nor shall any additional party have the right to approve such amendment, for such amendment to have full force and effect, and for such amendment to cause a full and complete release from the terms and provisions of this Agreement of the portion of the Easement Area from which the Improvements have been removed and relocated.

6. **Insurance.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor.

7. **Indemnity.**

(a) Grantor agrees to defend, indemnify and hold Grantee harmless from and against any and all claims, suits, judgments, demands, costs and expenses, including attorney's fees of any kind or nature whatsoever related to this Agreement arising directly out of or caused by any act or omission of Grantor, its agents, employees, consultants, representatives, and contractors (and their subcontractors, employees and materialman).

(b) To the extent allowed by law, Grantee agrees to defend, indemnify and hold harmless Grantor, its agents, employees and contractors from and against any and all claims, suits, judgments, demands, cost and expenses, including attorney's fees of any kind or nature whatsoever related to this Agreement arising directly out of or caused by any act or omission of Grantee, its agents, employees, consultants, representatives, and contractors (and their subcontractors, employees and materialmen).

(c) Grantor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of Grantee's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

8. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of its rights hereunder.

9. **Obligations of Grantee.** Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

10. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the benefit and use of Grantee and its successors, permitted assigns, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), guests and invitees and shall be binding upon the Easement Area and shall be a covenant running with the title to the Easement Area. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purpose as expressly set forth herein, including, specifically, the right of entry on, over, upon and through the Easement Area for purposes of maintenance, operation, repair and construction within the Easement Area of any Improvements now or hereafter located therein, subject to the limitations set forth herein.

11. **Assignment and Termination.** Grantee may assign its rights and obligations under this Agreement to any association, entity, municipality, district or other governmental authority that agrees to construct and/or maintain, repair and replace the Improvements to be constructed in accordance with the terms of this Agreement, and assumes the obligations of Grantee hereunder, whereupon Grantee shall be released from all obligations and liabilities hereunder, subject to Grantor's consent. If the Easement shall be abandoned by Grantee or terminated in any manner, all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to Grantor.

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

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

To Grantor: Lake Nona Land Company, LLC
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827
Attn: James L. Zboril, President
Michelle R. Rencoret, General Counsel

With a copy to: Nelson Mullins Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: Sara W. Bernard, Esquire

To Grantee: Greenway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526 (32314)
Tallahassee, Florida 32301

14. **Use of Easement Area.** It is acknowledged and agreed to by the Parties that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein.

15. **Attorneys' Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in any such actions or proceedings shall

include the award of attorneys' fees, costs, and expenses, as just described. The terms of this section shall survive any termination of this Agreement

16. **Effective Date.** The Effective Date of this Agreement shall be the last day that Grantor and Grantee have executed this Agreement.

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

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

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

WITNESSES:

Signed, sealed and delivered
In the presence of:

“GRANTOR”

LAKE NONA LAND COMPANY, LLC,
a Florida limited liability company

Print Name:_____

By: _____
James L. Zboril, President

Print Name:_____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by James L. Zboril, as President of Lake Nona Land Company, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Print Name:_____
Notary Public, State of Florida
Commission No.:_____
My Commission Expires:_____

{Notary Seal}

“GRANTEE”

GREENEWAY IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

Signed, sealed and delivered in the presence of:

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing was sworn to and subscribed before me this ____ day of _____, 2018, by _____, as _____ of **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes. He/She is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

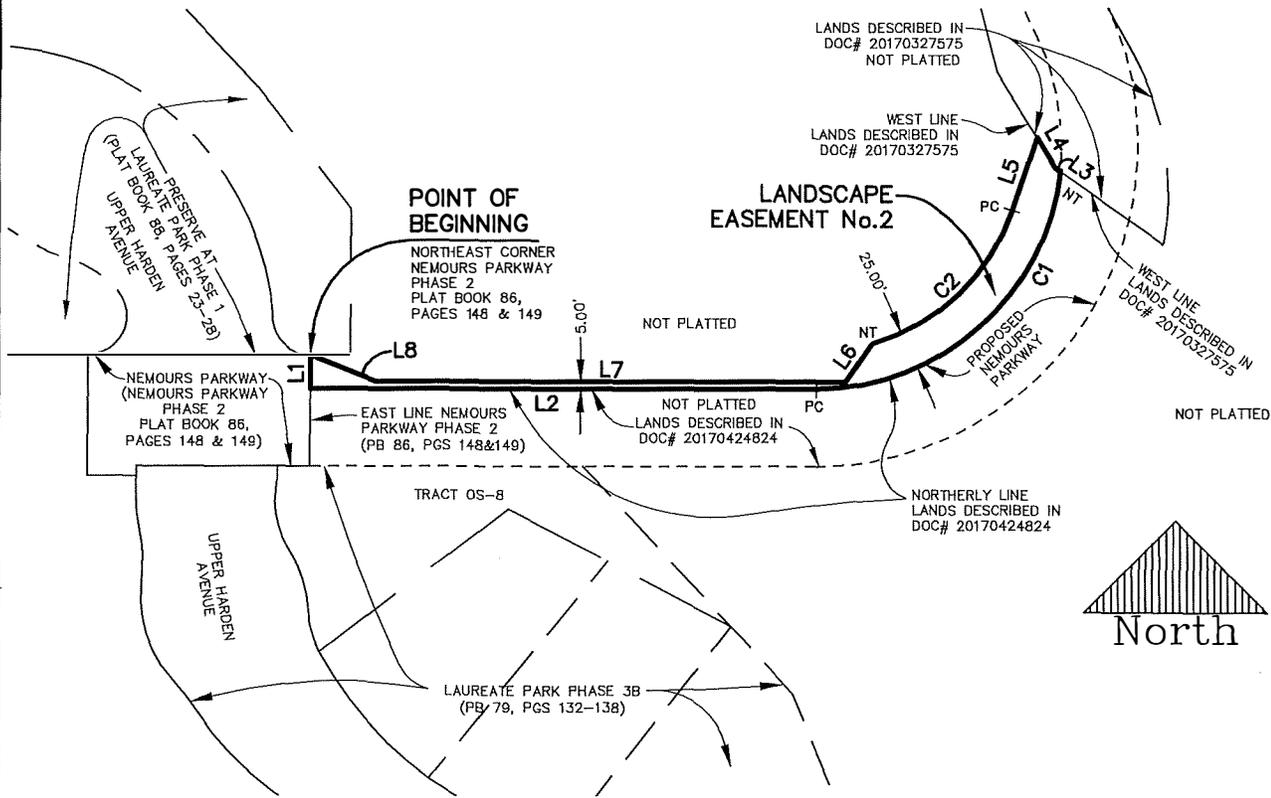
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

EASEMENT AREA

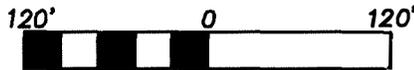
[See Attached Sketch of Description CS#16-203(F) – 2 pages]

SKETCH OF DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S00°00'00"E	22.00'
L2	N90°00'00"E	331.33'
L3	N54°36'02"W	2.84'
L4	N31°53'51"W	24.12'
L5	S18°30'24"W	50.41'
L6	S35°09'52"W	30.71'
L7	N90°00'00"W	307.54'
L8	N68°22'03"W	46.11'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	160.00'	83°50'23"	234.12'	213.79'	N48°04'49"E
C2	135.00'	55°41'27"	131.22'	126.11'	S46°21'08"W



Scale: 1" = 120'

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR NOTES, LEGEND AND LEGAL DESCRIPTION

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.

PREPARED FOR:
GREENWAY IMPROVEMENT DISTRICT
NEMOURS PARKWAY PHASE 6
GREENWAY IMPROVEMENT DISTRICT
LANDSCAPE EASEMENT No.2 (LAKE NONA LAND COMPANY, LLC)

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

Scott Grossman July 10, 2018
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO.	SCALE	SHEET <u>1</u>
DATE: <u>7/2018</u>	DATE: <u>7/2018</u>	<u>14052.036</u>	<u>1"=120'</u>	OF <u>2</u>

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR NOTES, LEGEND AND LEGAL DESCRIPTION

DESCRIPTION:

That part of Section 19, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Northeast corner of NEMOURS PARKWAY PHASE 2, according to the plat thereof, as recorded in Plat Book 86, Pages 148 and 149, of the Public Records of Orange County, Florida, thence S00°00'00"E along the East line of said NEMOURS PARKWAY PHASE 2 for a distance of 22.00 feet to the Northerly line of lands described in Official Records Document Number 20170424824, of the Public Records of Orange County, Florida; thence departing said East line run N90°00'00"E along said Northerly line, 331.33 feet to the point of curvature of a curve concave Northwesterly having a radius of 160.00 feet and a chord bearing of N48°04'49"E; thence Northeasterly along said Northerly line and the arc of said curve through a central angle of 83°50'23" for a distance of 234.12 feet to the West line of lands described in Official Records Document Number 20170327575, of the Public Records of Orange County, Florida and a non-tangent line; thence departing said Northerly line run N54°36'02"W along said West line, 2.84 feet; thence N31°53'51"W along said West line, 24.12 feet; thence departing said West line run S18°30'24"W, 50.41 feet to the point of curvature of a curve concave Northwesterly having a radius of 135.00 feet and a chord bearing of S46°21'08"W; thence Southwesterly along the arc of said curve through a central angle of 55°41'27" for a distance of 131.22 feet to a non-tangent line; thence S35°09'52"W, 30.71 feet; thence N90°00'00"W, 307.54 feet; thence N68°22'03"W, 46.11 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 East line of NEMOURS PARKWAY PHASE 2, as recorded in Plat Book 86, Pages 148 and 149, as being S00°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.
- No facilities associated with this sketch of description have been field located by Donald W. McIntosh Associates, Inc. Limits of Sketch of Description based on information provided to Donald W. McIntosh Associates, Inc.

LEGEND

PT	POINT OF TANGENCY
PC	POINT OF CURVATURE
NT	NON-TANGENT
R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)
DOC#	OFFICIAL RECORDS DOCUMENT NUMBER OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PREPARED FOR:

GREENEWAY IMPROVEMENT DISTRICT

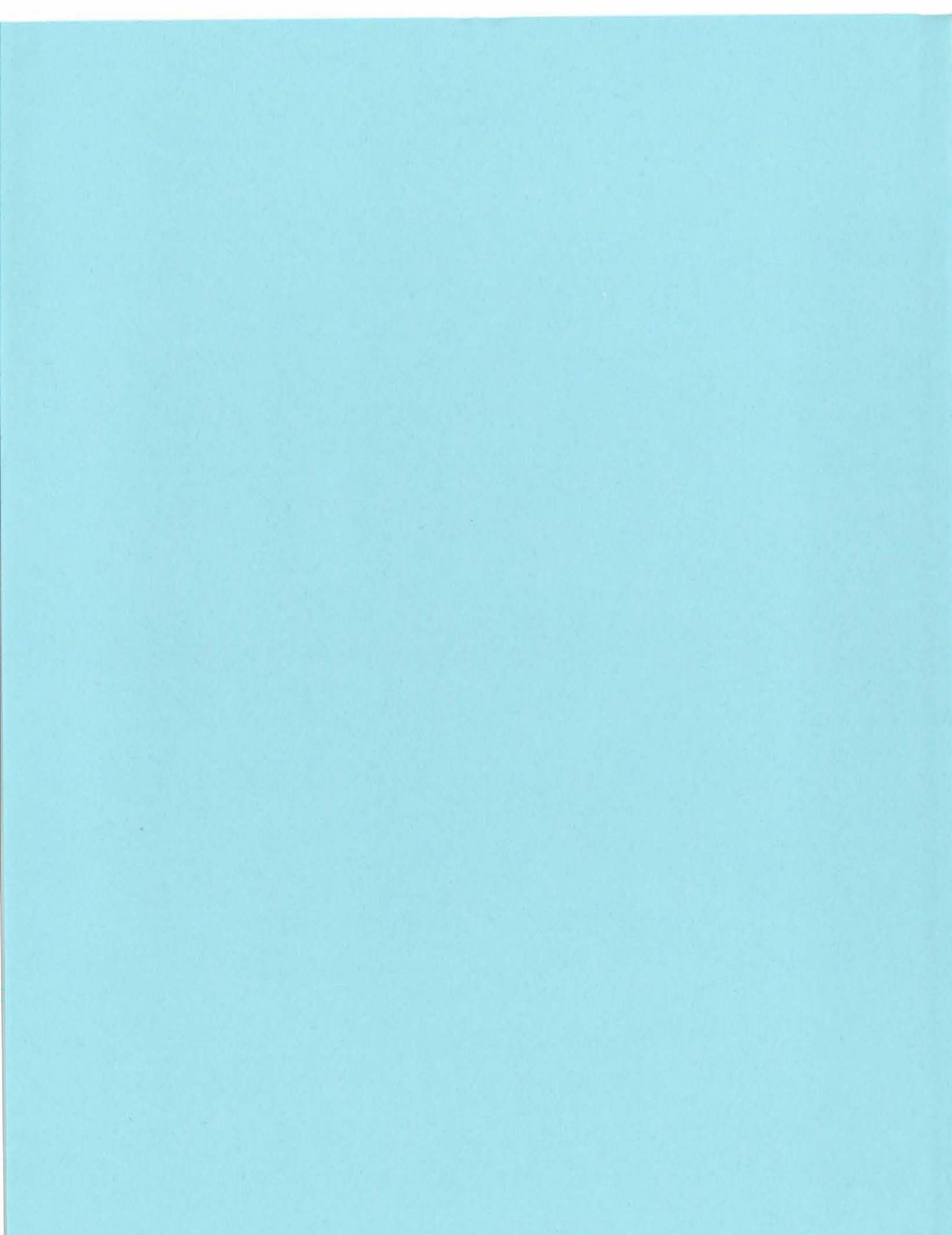
NEMOURS PARKWAY PHASE 6
GREENEWAY IMPROVEMENT DISTRICT
LANDSCAPE EASEMENT No.2 (LAKE NONA LAND COMPANY, LLC)



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: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET 2
DATE: 7/2018	DATE: 7/2018	14052.036	N/A	OF 2



Prepared By and Return To:

Sara W. Bernard, Esquire
Nelson Mullins Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

LANDSCAPE EASEMENT AGREEMENT

THIS LANDSCAPE EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2018 by **NARCOOSSEE LAND HOLDING TWO, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**Grantor**”), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“**Grantee**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in Orange County, Florida, lying within the “Education Village PD” (the “**Development**”), including that certain real property located in the City of Orlando, Orange County, Florida, being more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (collectively, the “**Easement Area**”) abutting “Nemours Parkway Phase 6”; and

WHEREAS, it is contemplated that certain landscaping, irrigation and related improvements are to be located within the Easement Area; and

WHEREAS, Grantor desires to grant to Grantee a perpetual, nonexclusive landscape easement for ingress, egress and access to and for the construction, installation, operation, repair, maintenance, use and replacement of the Improvements (as defined below) on, upon, over, under, across and through the Easement Area in favor Grantee upon such terms and conditions as set forth herein; and

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

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

2. **Creation of Perpetual Easement.** Grantor hereby grants to Grantee, its successors and/or assigns, a perpetual, non-exclusive easement (the “**Easement**”) on, upon, over, under, across and through the Easement Area for the purpose of ingress, egress and access to and

for the construction, installation, operation, repair, maintenance, use and replacement of landscaping, irrigation and related improvements located within the Easement Area (collectively, the “**Improvements**”). Notwithstanding the foregoing, nothing contained herein shall be deemed to create or grant any right to use the Easement Area for the provision of general utilities or communication services.

3. **Maintenance.** Grantee, at Grantee’s expense, shall be responsible for maintaining, repairing and replacing the Improvements in order to keep the Improvements in good working order and good condition; provided further that, any landscaping or hardscaping which is maintained, repaired or replaced hereunder shall be commensurate with such other landscaping and hardscaping on lands within the Development. Grantee acknowledges and agrees that all work conducted by, or on behalf of Grantee, hereunder shall be in compliance with any and all applicable laws, rules, regulations, governmental and quasi-governmental permits, ordinances, approvals and requirements. In the event that Grantee, or its successors or assigns, fails to commence and diligently pursue completion of any maintenance, repair, or replacement of the Improvements within fifteen (15) days after receipt by Grantee of written notice from Grantor of any required maintenance, repair, or replacement contemplated hereunder, Grantor shall have the right, but not the obligation, to maintain, repair, or replace said Improvements in good working order and good condition and to thereafter obtain a reimbursement from Grantee, or its successors or assigns, within fifteen (15) days after receipt of detailed invoices and bills for the actual third-party out-of-pocket costs incurred thereby, together with interest calculated at the maximum allowable rate under Florida law from the date the payment is due until the payment is received. Notwithstanding anything contained herein to the contrary, in the event that the foregoing obligation of Grantee requires capital improvements, Grantee shall have a period of thirty (30) days to comply with the provisions herein instead of the fifteen (15) days as otherwise stated herein.

4. **Damage.**

(a) In the event that Grantee, its respective employees, agents, assignees, or contractors cause damage to the Easement Area or any of the improvements located within the Easement Area, or causes damage to Grantor’s other property or any improvements located thereon, in the exercise of the easement rights granted herein, Grantee, at Grantee’s sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade, including, without limitation, repair and replacement of any landscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines and other structures, within thirty (30) days after receiving written notice of the occurrence of any such damage, and Grantee shall allow no lien to attach to the Easement Area or any improvements located on said property or Grantor’s other property arising out of work performed by, for, or on behalf of Grantee.

(b) In the event that Grantor, its respective employees, agents or contractors, cause damage to the Improvements located within the Easement Area, Grantor, at Grantor’s sole cost and expense, agrees to commence and diligently pursue the restoration of the Improvements so damaged to as nearly as practical to the original condition, within thirty (30) days after receiving written notice of the occurrence of any such damage, and Grantor shall allow no lien to

attach to the Easement Area or any Improvements located thereon arising out of work performed by, for, or on behalf of Grantor.

5. **Reconfiguration and Relocation of Easement Areas.** Grantor, in its sole and absolute discretion, shall be entitled to develop and redevelop the property of which the Easement Area forms a part of or any adjacent property to which the Easement Area abuts, and in connection therewith, may elect, in its sole and absolute discretion, to reconfigure and relocate the Improvements and the Easement Area to conform to the final ascertained location of the Improvements elsewhere on its property; provided, further, that the same (i) shall be performed at the sole cost and expense of Grantor, (ii) shall be performed in accordance with all applicable laws, rules, regulations, governmental and quasi-governmental permits, ordinances, and approvals for such relocation or reconfiguration, and (iii) shall provide at least the same Improvements or substantially the same Improvements that existed prior to such reconfiguration or relocation. In such event, an amendment shall be made to this Agreement by Grantor and Grantee to relocate (and re-describe) the Easement Area accordingly. No additional parties shall have the right to, nor shall be required to, join in such amendment to this Agreement, nor shall any additional party have the right to approve such amendment, for such amendment to have full force and effect, and for such amendment to cause a full and complete release from the terms and provisions of this Agreement of the portion of the Easement Area from which the Improvements have been removed and relocated.

6. **Insurance.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor.

7. **Indemnity.**

(a) Grantor agrees to defend, indemnify and hold Grantee harmless from and against any and all claims, suits, judgments, demands, costs and expenses, including attorney's fees of any kind or nature whatsoever related to this Agreement arising directly out of or caused by any act or omission of Grantor, its agents, employees, consultants, representatives, and contractors (and their subcontractors, employees and materialman).

(b) To the extent allowed by law, Grantee agrees to defend, indemnify and hold harmless Grantor, its agents, employees and contractors from and against any and all claims, suits, judgments, demands, cost and expenses, including attorney's fees of any kind or nature whatsoever related to this Agreement arising directly out of or caused by any act or omission of Grantee, its agents, employees, consultants, representatives, and contractors (and their subcontractors, employees and materialmen).

(c) Grantor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of Grantee's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

8. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of its rights hereunder.

9. **Obligations of Grantee.** Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

10. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the benefit and use of Grantee and its successors, permitted assigns, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), guests and invitees and shall be binding upon the Easement Area and shall be a covenant running with the title to the Easement Area. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purpose as expressly set forth herein, including, specifically, the right of entry on, over, upon and through the Easement Area for purposes of maintenance, operation, repair and construction within the Easement Area of any Improvements now or hereafter located therein, subject to the limitations set forth herein.

11. **Assignment and Termination.** Grantee may assign its rights and obligations under this Agreement to any association, entity, municipality, district or other governmental authority that agrees to construct and/or maintain, repair and replace the Improvements to be constructed in accordance with the terms of this Agreement, and assumes the obligations of Grantee hereunder, whereupon Grantee shall be released from all obligations and liabilities hereunder, subject to Grantor's consent. If the Easement shall be abandoned by Grantee or terminated in any manner, all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to Grantor.

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

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

To Grantor: Narcoossee Land Holding Two, LLC
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827
Attn: James L. Zboril, Manager
Michelle R. Rencoret, General Counsel

With a copy to: Nelson Mullins Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: Sara W. Bernard, Esquire

To Grantee: Greeneway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526 (32314)
Tallahassee, Florida 32301

14. **Use of Easement Area.** It is acknowledged and agreed to by the Parties that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein.

15. **Attorneys' Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in any such actions or proceedings shall

include the award of attorneys' fees, costs, and expenses, as just described. The terms of this section shall survive any termination of this Agreement

16. **Effective Date.** The Effective Date of this Agreement shall be the last day that Grantor and Grantee have executed this Agreement.

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

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

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

WITNESSES:

“GRANTOR”

Signed, sealed and delivered
In the presence of:

**NARCOOSSEE LAND HOLDING TWO,
LLC**, a Florida limited liability company

Print Name: _____

By: _____
James L. Zboril, Manager

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by James L. Zboril, as Manager of Narcoossee Land Holding Two, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

{Notary Seal}

“GRANTEE”

GREENEWAY IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

Signed, sealed and delivered
in the presence of:

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing was sworn to and subscribed before me this _____ day of _____, 2018, by _____, as _____ of **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes. He/She is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

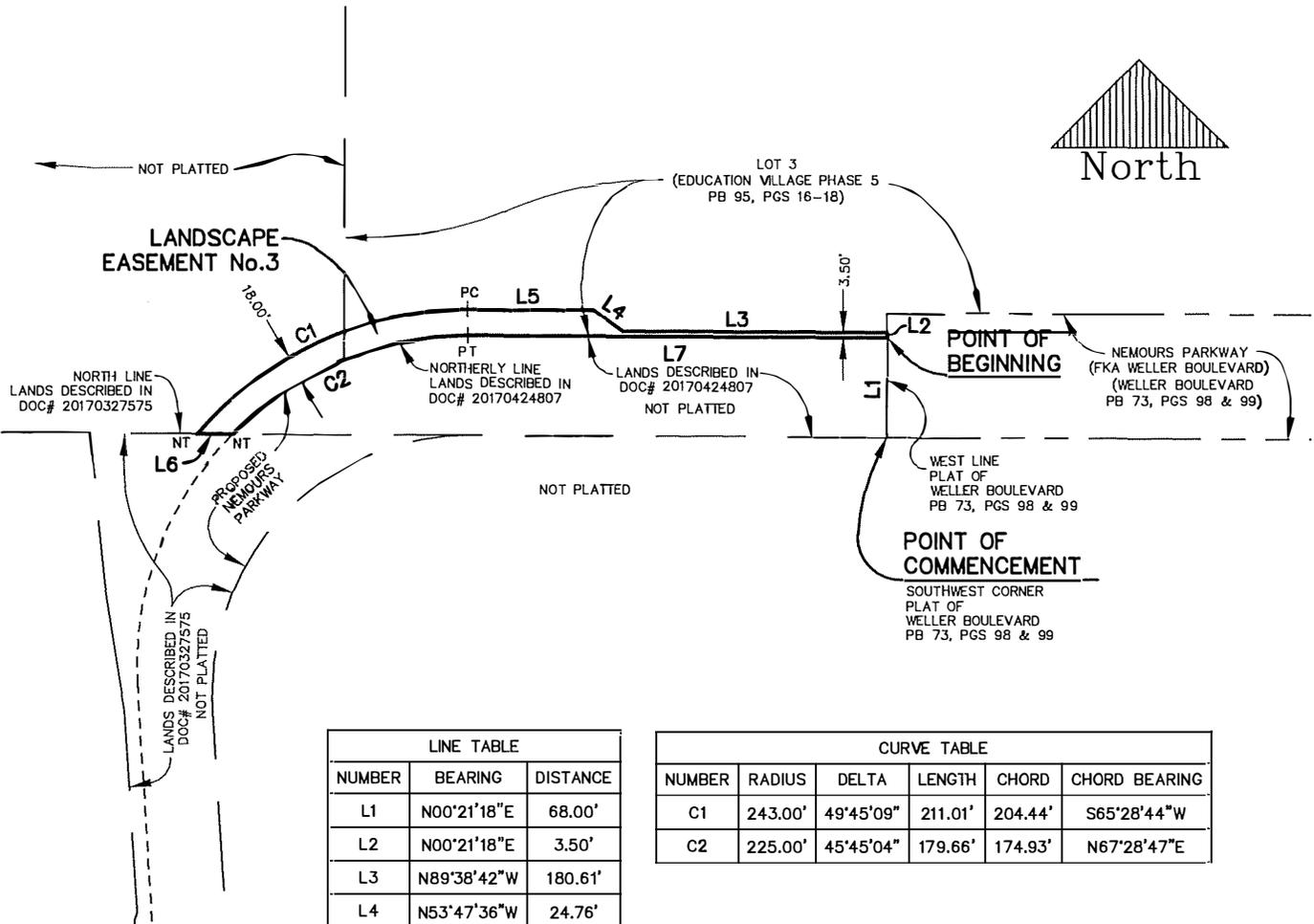
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

EASEMENT AREA

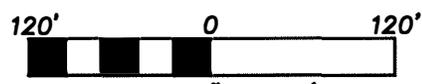
[See Attached Sketch of Description CS#16-203(G) – 2 pages]

SKETCH OF DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N00°21'18"E	68.00'
L2	N00°21'18"E	3.50'
L3	N89°38'42"W	180.61'
L4	N53°47'36"W	24.76'
L5	N89°38'42"W	86.34'
L6	S89°38'42"E	24.30'
L7	S89°38'42"E	287.02'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	243.00'	49°45'09"	211.01'	204.44'	S65°28'44"W
C2	225.00'	45°45'04"	179.66'	174.93'	N67°28'47"E



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.

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR NOTES, LEGEND AND LEGAL DESCRIPTION

PREPARED FOR: GREENWAY IMPROVEMENT DISTRICT NEMOURS PARKWAY PHASE 6 GREENWAY IMPROVEMENT DISTRICT LANDSCAPE EASEMENT No.3 (NARCOOSSEE LAND HOLDING TWO, LLC)		DATE BY DESCRIPTION
DONALD W. McINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 CERTIFICATE OF AUTHORIZATION NO. LB68		REVISIONS DONALD W. McINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. LB68 Scott Grossman July 10, 2018 Florida Registered Surveyor and Mapper Certificate No. 5048 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
DRAWN BY: <u>PH</u> DATE: <u>7/2018</u>	CHECKED BY: <u>SG</u> DATE: <u>7/2018</u>	JOB NO. <u>14052.036</u> SCALE <u>1"=120'</u> SHEET <u>1</u> OF <u>2</u>

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR NOTES, LEGEND AND LEGAL DESCRIPTION

DESCRIPTION:

That part of Lot 3, EDUCATION VILLAGE PHASE 5, according to the plat thereof, as recorded in Plat Book 95, Pages 16 through 18, of the Public Records of Orange County, Florida, and that part of Section 19, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at Southwest corner of the plat of WELLER BOULEVARD, according to the plat thereof, as recorded in Plat Book 73, Pages 98 and 99, of the Public Records of Orange County, Florida; thence run N00°21'18"E along the West line of said plat of WELLER BOULEVARD, 68.00 feet to the Northerly line of lands described in Official Records Document Number 20170424807, of the Public Records of Orange County, Florida and the POINT OF BEGINNING; thence continue N00°21'18"E along said West line, 3.50 feet; thence departing said West line run N89°38'42"W, 180.61 feet; thence N53°47'36"W, 24.76 feet; thence N89°38'42"W, 86.34 feet to the point of curvature of a curve concave Southeasterly having a radius of 243.00 feet and a chord bearing of S65°28'44"W; thence Southwesterly along the arc of said curve through a central angle of 49°45'09" for a distance of 211.01 feet to the North line of lands described in Official Records Document Number 20170327575, of the Public Records of Orange County, Florida and a non-tangent line; thence S89°38'42"E along said North line, 24.30 feet to the aforesaid Northerly line of lands described in Official Records Document Number 20170424807 and a point on a non-tangent curve concave Southeasterly having a radius of 225.00 feet and a chord bearing of N67°28'47"E; thence departing said North line of lands described in Official Records Document Number 20170327575 run Northeasterly along said Northerly line of lands described in Official Records Document Number 20170424807 and the arc of said curve through a central angle of 45°45'04" for a distance of 179.66 feet to the point of tangency; thence S89°38'42"E along said Northerly line, 287.02 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 West line of the plat of WELLER BOULEVARD, as recorded in Plat Book 73, Pages 98 through 99), as being N00°21'02"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.
- No facilities associated with this sketch of description have been field located by Donald W. McIntosh Associates, Inc. Limits of Sketch of Description based on information provided to Donald W. McIntosh Associates, Inc.

LEGEND

FWA	FORMERLY KNOWN AS
PT	POINT OF TANGENCY
PC	POINT OF CURVATURE
NT	NON-TANGENT
R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)
DOC#	OFFICIAL RECORDS DOCUMENT NUMBER OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PREPARED FOR:

GREENWAY IMPROVEMENT DISTRICT

NEMOURS PARKWAY PHASE 6
GREENWAY IMPROVEMENT DISTRICT
LANDSCAPE EASEMENT No.3 (NARCOOSSEE LAND HOLDING TWO, LLC)



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: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET 2
DATE: 7/2018	DATE: 7/2018	14052.036	N/A	OF 2

**GREENEWAY
IMPROVEMENT DISTRICT**

**Temporary Construction
and Access Easement Agreement for
Nemours Parkway Phase 7**

Prepared By and Return To:

Tucker F. Mackie, Esq.
HOPPING GREEN & SAMS, P.A.
Post Office Box 6526
Tallahassee, Florida 32314

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into effective as of this _____ day of _____, 2018, by and between **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**Grantor**”), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (“**Grantee**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**,” and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of that certain real property located in Orange County, Florida, being more particularly described on **Exhibit “A”** attached hereto and by this reference incorporated herein (collectively, the “**Easement Area**”); and

WHEREAS, the Grantee intends to complete the design, construction and installation of a permanent roadway on, over and upon the Easement Area, together with associated utility facilities, drainage facilities and landscaping (collectively, the “**Improvements**”); and

WHEREAS, until construction of the Improvements is completed, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements.

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easements**”).

3. **Term of Easement.** Upon the earlier of (i) receipt of a certificate of completion, or its equivalent, acceptance of the Improvements by the City of Orlando and dedication for public use, or (ii) recordation of a release in the Public Records of Orange County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easements granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easements granted herein.

4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insureds, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, Florida Statutes, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee's construction activities within the Easement Area.

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, Florida Statutes, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **Beneficiaries of Easement Rights.** The Easements set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Orange County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be

exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easements granted under this Agreement are not exclusive easements and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Orange County, Florida.

In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires,

any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easements granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

“GRANTEE”

GREENEWAY IMPROVEMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

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

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He/She is () personally known to me or () has produced _____ as identification.

(Signature of Notary Public)

(Typed Name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

Easement Area

[See Attached Sketches of Description CS# 16-204(H) and CS# 16-204(J) – 6 Pages]

GREENEWAY IMPROVEMENT DISTRICT

**Interlocal Agreement with the Boggy Creek
Improvement District Regarding Certain
Costs Associated with the Construction of
Nemours Parkway**

INTERLOCAL AGREEMENT BETWEEN THE GREENEWAY IMPROVEMENT DISTRICT AND THE BOGGY CREEK IMPROVEMENT DISTRICT REGARDING CERTAIN COSTS ASSOCIATED WITH THE CONSTRUCTION OF NEMOURS PARKWAY

THIS AGREEMENT is made and entered into this ___ day of _____, 2018, by and between the **GREENEWAY IMPROVEMENT DISTRICT** (“**Greeneway**”) and the **BOGGY CREEK IMPROVEMENT DISTRICT** (“**Boggy Creek**” and together the “**Districts**”), each of whom is a special purpose unit of local government located in the City of Orlando, Florida (this Agreement hereinafter referred to as the “**Interlocal Agreement**”).

RECITALS

WHEREAS, Greeneway and Boggy Creek are special-purpose units of local government located entirely within the City of Orlando, Florida, that have been established for the purpose of planning, financing, constructing, installing, operating, and/or acquiring certain improvements, facilities and services in conjunction with the development of lands located within the Districts; and

WHEREAS, the Districts are providing certain infrastructure improvements consisting of a certain portion of the roadway known as “**Nemours Parkway (Phase 7)**”, which is to be located within the boundaries of both Greeneway and Boggy Creek, the location of which is depicted in **Exhibit A**; and

WHEREAS, the Districts previously entered into that certain *Interlocal Agreement Regarding Construction of Nemours Parkway Phase 7*, dated August 16, 2016, wherein the Districts designated Greeneway as the entity for provision construction services is the most efficient and cost effective way to provide the construction of Nemours Parkway (Phase 7) with Boggy Creek contributing funds to the construction for its respective share of the Nemours Parkway (Phase 7) located within its boundaries (the “**Nemours Parkway Phase 7 Interlocal**”); and

WHEREAS, Greeneway entered into an Agreement with the District’s Engineer, Donald W. McIntosh Associates, Inc. (the “**Engineer**”) for the design and permitting of Nemours Parkway (Phase 7) and a construction contract in connection with the construction of Nemours Parkway (Phase 7), which contract will be administered by the Engineer (collectively, the “**Construction Contract**”); and

WHEREAS, the design of Nemours Parkway was previously revised such that portions of Nemours Parkway Phase 7 and the previously constructed Nemours Parkway Phase 1, were widened from a two-lane road to a four-lane divided roadway resulting in portions of the same right of way segment being located in both Districts as depicted on **Exhibit A** attached hereto;

WHEREAS, the Districts agree that despite these segments being located within both Districts, the Engineer accounted for the cost of construction of the four-lane divided segment of right of way in Boggy Creek’s adopted Capital Improvement Plan; accordingly, the Districts agree

that Boggy Creek shall fund the entirety of the expense to construct the segment of right of way identified on Exhibit A attached hereto, a portion of which is located within Greenway;

WHEREAS, it is in the interest of each District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of their respective districts; and

WHEREAS, section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969,” permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Districts find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the Districts desire to exercise jointly their common powers and authority concerning the cost-effective provision of construction services; the avoidance of inefficiencies caused by the unnecessary duplication of services; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies; and

WHEREAS, Boggy Creek and Greenway desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the parties for improvements related to Nemours Parkway (Phase 7).

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

AGREEMENT

1. RECITALS AND AUTHORITY. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 163, 189, and 190, *Florida Statutes*, and the Florida Constitution.

2. ALLOCATION OF COSTS FOR NEMOURS PARKWAY. The Districts herein agree that Boggy Creek shall fund the entirety of the expense to construct the segment of Nemours Parkway identified on **Exhibit A** attached hereto, despite a portion of which being located within Greenway. The Engineer, when making its determination pursuant to section 2.5 of the Nemours Parkway Phase 7 Interlocal, shall allocate costs accordingly. Following construction and turnover of Nemours Parkway to the City of Orlando, Boggy Creek shall continue to fund any maintenance and utility costs associated with the segment of Nemours Parkway identified on Exhibits A attached hereto.

Attn: District Manager

To Greenway: Greenway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With copy to: Hopping Green & Sams, P.A.
P.O. Box 6526
Tallahassee, FL 32314
Attn: Tucker F. Mackie

Except as otherwise provided in this Interlocal Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Interlocal Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

12. EFFECTIVE DATE. This Interlocal Agreement and the rights conferred herein shall become effective upon filing with the Clerk of the Circuit Court of Orange County, Florida, in accordance with the requirements of section 163.01(11), *Florida Statutes*.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties execute this Interlocal Agreement the day and year first written above.

Attest:

GREENEWAY IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

_____, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, as _____ of the Greenway Improvement District, who is personally known to me, and who Did [] or Did Not [] take an oath.

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Attest:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

_____, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of the Boggy Creek Improvement District, who is personally known to me, and who Did [] or Did Not [] take an oath.

Print Name: _____

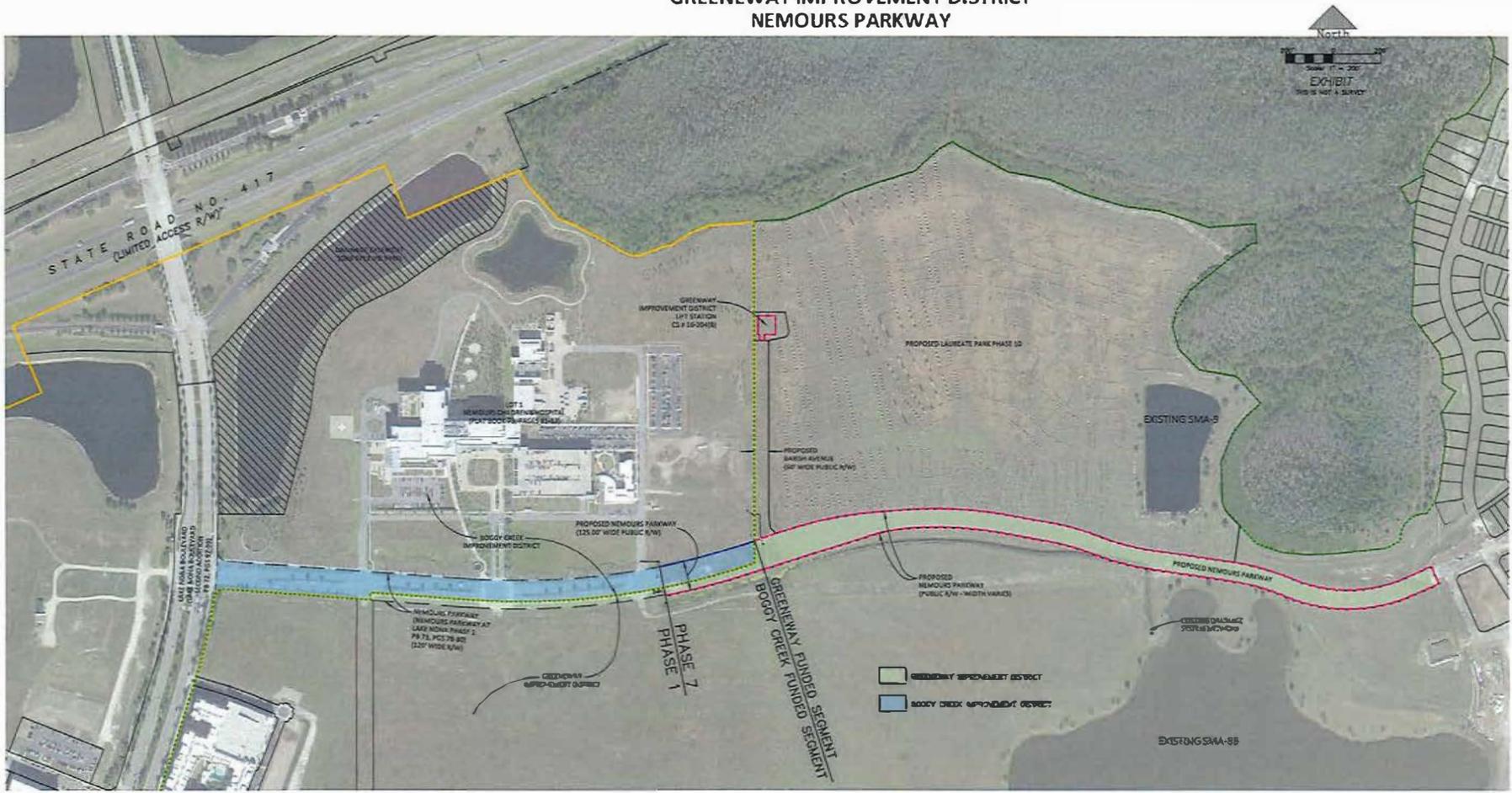
Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Exhibit A: Map depicting Nemours Parkway

**EXHIBIT A
BOGGY CREEK IMPROVEMENT DISTRICT AND
GREENWAY IMPROVEMENT DISTRICT
NEMOURS PARKWAY**



**GREENEWAY
IMPROVEMENT
DISTRICT**

Requisition Nos. 571 – 580 Approved in August
2018 in an amount totaling \$822,291.50

GREENEWAY IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817

PHONE: (407) 382-3256 • FAX: (407) 382-3254

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from August 1, 2018 through August 31, 2018. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
571	Dewitt Excavation	\$223,700.10
572	Donald W. McIntosh Associates	\$12,861.10
573	Jr. Davis Construction	\$67,217.07
574	Orlando Sentinel	\$75.64
575	Greeneway Improvement District	\$10,000.00
576	Dewitt Excavation	\$134,945.02
577	Donald W. McIntosh Associates	\$13,937.28
578	Hopping Green & Sams	\$1,198.50
579	Jr. Davis Construction	\$357,856.79
580	Greeneway Improvement District	\$500.00
		\$822,291.50

**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:** 571
- (B) **Name of Payee:** DeWitt Excavation
- (C) **Amount Payable:** \$223,700.10
- (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. Pay Application #2 for Lake Nona Hartwell Court Extension Through 05/31/2018 – **\$78,968.84**
 - 2. Pay Application #3 for Lake Nona Hartwell Court Extension Through 06/30/2018 – **\$144,731.26**
- (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.

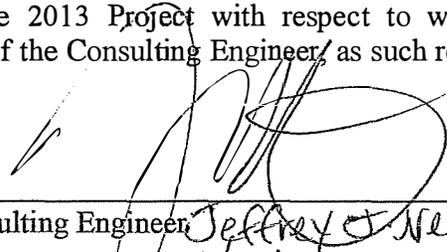
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Rob Adams

Date: 8/17/16

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 C. Newton, P.E.

Date: 8/12/17

**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:** 572
- (B) **Name of Payee:** Donald W. McIntosh Associates
- (C) **Amount Payable:** \$12,861.10
- (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 35123 for Project 17056 (Laureate Park South Active Park Area on Parcel 24d – Harwell Court) Through 04/20/2018 – **\$3,882.02**
 - 2. Invoice 35252 for Project 17056 (Laureate Park South Active Park Area on Parcel 24d – Harwell Court) Through 05/18/2018 – **\$2,848.75**
 - 3. Invoice 35366 for Project 17056 (Laureate Park South Active Park Area on Parcel 24d – Harwell Court) Through 06/15/2018 – **\$1,551.83**
 - 4. Invoice 35405 for Project 23216 (Lake Nona Greeneway) Through 07/13/2018 – **\$4,578.50**
- (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.

RECEIVED AUG 16 2018

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.

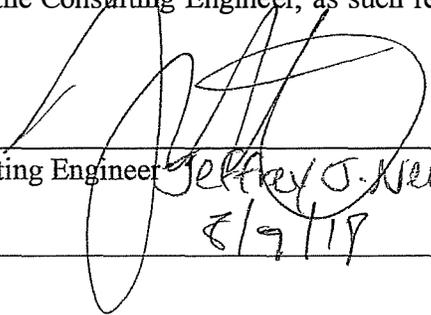
GREENEWAY IMPROVEMENT
DISTRICT



Responsible Officer *Rob Adams*
Date: *8/14/18*

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 S. Newton, P.E.*
Date: *8/14/18*

**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:** 573
- (B) **Name of Payee:** Jr. Davis Construction Company
- (C) **Amount Payable:** \$67,217.07
- (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. Pay Application #8 for Project 1925 (Nemours Parkway Ph.6) Through 07/25/2018 – **\$67,217.07**
- (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

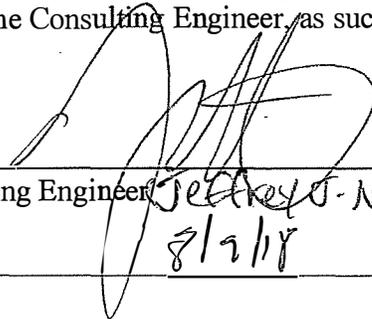


Responsible Officer Rob Adams

Date: 8/14/18

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, P.E.

Date: 8/2/18

**GREENWAY 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:** 574
- (B) **Name of Payee:** Orlando Sentinel
- (C) **Amount Payable:** \$75.64
- (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 OSCM387994 (Ad #5718926) for Legal Advertising Through 07/29/2018, split 3 ways – **\$75.64**
- (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.

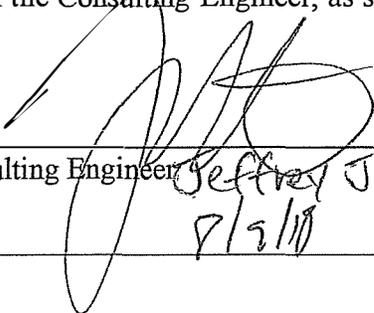
GREENEWAY IMPROVEMENT
DISTRICT



Responsible Officer Rob Adams
Date: 8/14/18

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, P.E.
Date: 8/9/18

**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:** 575
- (B) **Name of Payee:** Greenway Improvement District
- (C) **Amount Payable:** \$10,000.00
- (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 to District for "Nemours Pkwy Ph 7 Hold Harmless Agreement" From O&M Funds to City of Orlando – **\$10,000.00**
- (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

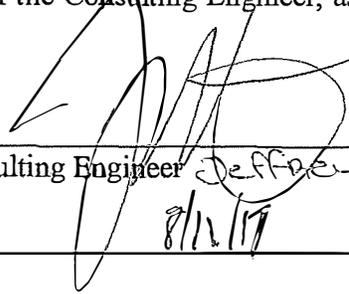


Responsible Officer Rob Adams

Date: 8/23/18

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, P.E.

Date: 8/12/18

**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:** 576
- (B) **Name of Payee:** DeWitt Excavation
- (C) **Amount Payable:** \$134,945.02
- (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. Pay Application #4 for Lake Nona Hartwell Court Extension Through 07/30/2018 – **\$134,945.02**
- (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.

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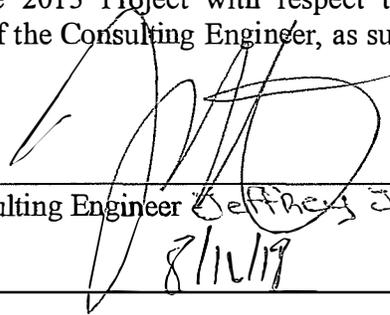
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Rob Adams

Date: 8/23/18

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, P.E.

Date: 8/16/18

**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:** 577
- (B) **Name of Payee:** Donald W. McIntosh Associates
- (C) **Amount Payable:** \$13,937.28
- (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 35475 for Project 14052 (Nemours Parkway Phase 6 Design & Permit Segment Weller Blvd to Laureate Pk Ph 3B) Through 07/13/2018 – **\$9,213.97**
 - 2. Invoice 35476 for Project 16018 (Nemours Parkway Phase 5 Design and Permitting) Through 07/13/2018 – **\$1,136.92**
 - 3. Invoice 35478 for Project 16106 (Nemours Parkway Phase 7 Design and Permitting and Lift Station No. 7) Through 07/13/2018 – **\$2,206.39**
 - 4. Invoice 35480 for Project 17056 (Laureate Park South Active Park Area on Parcel 24d – Hartwell Court) Through 07/13/2018 – **\$1,380.00**
- (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

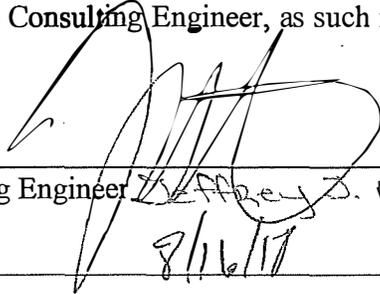


Responsible Officer Rob Adams

Date: 8/23/16

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, P.E.

Date: 8/16/17

**GREENWAY 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:** 578
- (B) **Name of Payee:** Hopping Green & Sams
- (C) **Amount Payable:** \$1,198.50
- (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 101731 for Project Construction through 06/30/2018 – **\$1,198.50**
- (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

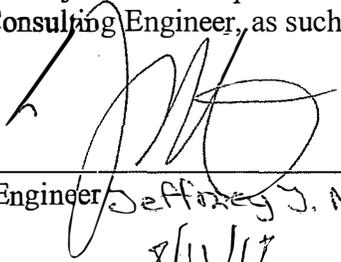


Responsible Officer Rob Adams

Date: 8/23/18

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, P.E.

Date: 8/16/18

**GREENWAY 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:** 579
- (B) **Name of Payee:** Jr. Davis Construction Company
- (C) **Amount Payable:** \$357,856.79
- (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. Pay Application #8 for Project 1904 (Nemours Parkway Phase 5) Through 05/25/2018 – **\$71,140.81**
 - 2. Pay Application #9 for Project 1904 (Nemours Parkway Phase 5) Through 06/25/2018 – **\$286,715.98**
- (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

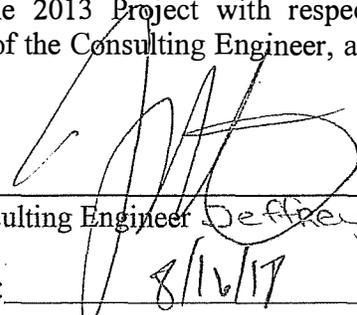


Responsible Officer Rob Adams

Date: 8/23/18

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, P.E.

Date: 8/16/17

**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:** 580
- (B) **Name of Payee:** Greenway Improvement District
- (C) **Amount Payable:** \$500.00
- (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 to District for the Nemours Parkway Ph 7 Project From O&M Funds to City of Orlando – **\$500.00**
- (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

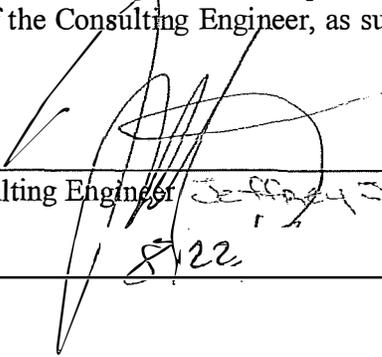


Responsible Officer *Rob Adams*

Date: *Aug 24, 2018*

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 S. Neuter, P.E.*

Date: *8/22*

GREENEWAY IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid
in August 2018 in an amount totaling \$89,476.04**

GREENEWAY IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817
PHONE: (407) 382-3256 • FAX: (407) 382-3254

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from August 1, 2018 through August 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$89,476.04**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Greenway Improvement District
AP Check Register (Current by Bank)

Check Dates: 8/1/2018 to 8/31/2018

Check No.	Date	Status	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
2611	08/09/18	P	CITYOR	City of Orlando	-\$10,000.00
* 2616	08/14/18	P	BERGER	Berger, Toombs, Elam, Gaines &	\$4,395.00
2617	08/14/18	P	VALLEY	BrightView Landscape Services	\$27,089.42
2618	08/14/18	P	CCOURT	Cristyann Courtney	\$200.00
2619	08/14/18	P	DONMC	Donald W. McIntosh Associates	\$607.50
2620	08/14/18	P	HGS	Hopping Green & Sams	\$3,072.15
2621	08/14/18	P	MLM	Michael's Lighting Maint.	\$81.25
2622	08/14/18	P	ORLS	Orlando Sentinel	\$3,702.20
2623	08/14/18	P	RLEVEY	Richard Levey	\$200.00
2624	08/14/18	P	VENTUR	VenturesIn.com, Inc.	\$105.00
2625	08/14/18	P	TRUSTE	US Bank as Trustee for Greenew	-\$16,265.71
2626	08/22/18	P	FISH	Fishkind & Associates, Inc.	\$4,223.46
2627	08/27/18	P	ORLS	Orlando Sentinel	\$3,505.95
BANK SUN REGISTER TOTAL:					\$73,447.64
GRAND TOTAL :					\$73,447.64

ref 575

Debt service

73,447.64 ◊
 ref 575 10,000 -
 DS 16,265.71 -
 ICM 7,434.81 +
 OVC 8,717.57 +
 ICM 795.06 +
 Reserve 32,200.00 +
 + yfrs 3,145.67 +
 OM 89,476.04 G+
 expenditures

om pd 89,476.04 +
 ref 575 1,000.00 +
 DS 16,265.71 +
 ref 580 500.00 +
 ref 583 250.00 +
 Cash 16,491.75 G+
 flow
 analysis

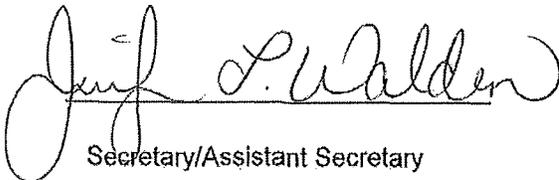
* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date) ; "A" - Application ; "E" - EFT
 ** Denotes broken check sequence.

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #353
7/13/2018

pd 8/12/18
pd in July

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District June ICM Expenses	ICM2018-09	\$ 7,434.81
2	BrightView Landscape Services July Landscape Maintenance	5835614	\$ 19,155.42
	Plant Replacement	5842788	\$ 820.00
	Irrigation Repairs	5846275	\$ 598.50
3	Donald W McIntosh Associates Engineering Services Through 06/15/2018	35293	\$ 112.50
4	Fishkind & Associates DM Fee & Reimbursables: July 2018	22996	\$ 3,358.53
5	OUC Acct: 8795843030 ; Service 05/02/2018 - 06/01/2018	-	\$ 9,027.06
6	VenturesIn.com July Application Hosting	43827	\$ 105.00
TOTAL			\$ 40,611.82


Secretary/Assistant Secretary

Chairperson

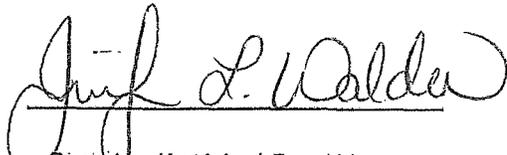
Jeff L. Walden
7/14/18

RECEIVED JUL 14 2018

GREENWAY IMPROVEMENT DISTRICT

Payment Authorization #354
8/3/2018

Item No.	Payee	Invoice Number	General Fund
1	Berger, Toombs, Elam, Gaines & Frank FY 2017 Audit	2116925	\$ 4,395.00
2	BrightView Landscape Services Clock #31 Repair	5859443	\$ 138.25
	Nemours Controller Repair	5859447	\$ 882.00
	Plant Replacement	5864222	\$ 4,274.00
	Irrigation Repairs	5895808	\$ 488.25
	Mainline Break Repair	5895814	\$ 1,440.25
	Irrigation Repairs	5895819	\$ 711.25
3	Donald W McIntosh Associates Engineering Services Through 07/13/2018	35404	\$ 607.50
4	Orlando Sentinel Legal Advertising 07/17/2018	OSCM386226	\$ 196.25
5	OUC <i>pd online slugs</i> Acct: 8795843030 ; Service 06/01/2018 - 07/02/2018	-	\$ 8,717.57
6	Supervisor Fees - 07/17/2018 Meeting Cristyann Courtney	-	\$ 200.00
	Richard Levey	-	\$ 200.00
7	VenturesIn.com August Application Hosting	43893	\$ 105.00
TOTAL			\$ 22,355.32


Secretary/Assistant Secretary

Chairperson

Janet
8/9/18

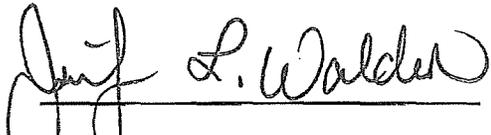
RECEIVED AUG 10 2018

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #355

8/10/2018

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services August Landscape Maintenance	5882346	\$ 19,155.42
2	Hopping Green & Sams General Legal Through 06/30/2018	101730	\$ 3,072.15
3	Michael's Lighting & Electric Night Lighting Check 07/31/2018	6583	\$ 81.25
4	Orlando Sentinel Legal Advertising 08/03/2018	OSC0556918	\$ 3,505.95
TOTAL			\$ 25,814.77


Secretary/Assistant Secretary

Chairperson


8/11/18

RECEIVED AUG 11 2018

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #356
8/17/2018

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District July ICM Expenses - pd 8/21/18	ICM2018-10	\$ 795.06
2	Fishkind & Associates DM Fee & Reimbursables: August 2018	23166	\$ 4,223.46
TOTAL			\$ 5,018.52


Secretary/Assistant Secretary

Chairperson


8/18/18

RECEIVED AUG 18 2018

GREENEWAY IMPROVEMENT DISTRICT

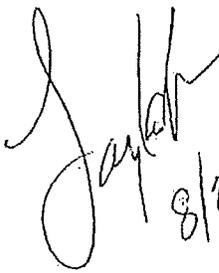
Payment Authorization #357

8/24/2018

Item No.	Payee	Invoice Number	General Fund
1	Orlando Sentinel Legal Advertising 08/10/2018	OSC557772	\$ 3,505.95
TOTAL			\$ 3,505.95


Secretary/Assistant Secretary

Chairperson


8/26/18

RECEIVED AUG 29 2018

**GREENEWAY
IMPROVEMENT DISTRICT**

**Recommendation of Work
Authorizations/Proposed Services
*(if applicable)***

GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Nemours Parkway Phase 7

Brief Description: Additional Gravity Sewer and Reclaimed Water service lines for Nemours Hospital

Name of Consultant / Vendor: Donald W. McIntosh Associates, Inc.

Is this work pursuant to an existing Agreement? Yes No

If so, name and date of Agreement: _____

Is this project included in the District Capital Improvement Plan? Yes No

Are the services required contemplated in the Capital Improvement Plan? Yes No

Is this a continuation of previously authorized work? Yes No

Proposal attached: Yes No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 6,725.00

Recommendation: Approve Deny

By:  9/14/18
Larry Kaufman, Chairman
Greeneway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton



**DONALD W. McINTOSH
ASSOCIATES, INC.**

September 14, 2018

Mr. Richard Levey, Chairman
Board of Supervisors
Greenway Improvement District
12051 Corporate Boulevard
Orlando, FL 32817

Subject: Nemours Parkway Phase 7 Design and Permitting
Revise the Existing Final Engineering Plans
Add Additional Gravity Sewer and Reclaimed Water Mains for Nemours
Hospital
DWMA Job No. 16106 (050-051)

Dear Mr. Levey:

As requested by Lance Jackson, Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this work authorization to provide professional engineering services to Greenway Improvement District for changes associated to the existing construction plans for Nemours Parkway Phase 7 ("Project"). The scope of this proposal includes adding additional gravity sewer and reclaimed water mains for Nemours Hospital. All terms and conditions will remain as set forth in our Agreement for Engineering Services with Greenway Improvement District dated September 8, 2003.

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

CIVIL ENGINEERING

A.	NEMOURS PARKWAY PHASE 7 REVISE EXISTING CONSTRUCTION DRAWINGS AND FDEP WASTEWATER PERMIT – Revise the existing construction drawings, technical specifications and FDEP wastewater permit.	049	\$4,525.00
B.	PLAN PROCESSING – Process revised construction plans through the City of Orlando and Florida Department of Environmental Protection (FDEP).	050	\$2,200.00
TOTAL			\$6,725.00

PAYMENT OF FEES & REIMBURSABLE EXPENSES

DWMA will be compensated for this work at the quoted lump sum amount or at the hourly rates and direct costs established pursuant to the Contract. This proposal does not include any permitting fees that are the responsibility of the CLIENT. This change to the scope of work detailed herein does not preclude DWMA from receiving additional compensation for services beyond the proposal's written scope, especially changes to the project, plan or requested services beyond those listed herein.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

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*Greenway Improvement District
Nemours Parkway Phase 7 Design and Permitting
Revise the Existing Final Engineering Plans
Add Additional Gravity Sewer and Reclaimed Water Mains for Nemours Hospital
DWMA Job No. 16106 (050-051)
September 14, 2018
Page 2 of 2*

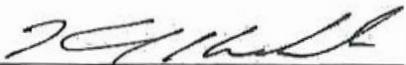
This Work Scope Authorization, together with the Contract, represents the entire understanding between Greenway Improvement District and Donald W. McIntosh Associates, Inc. (Consultant) with regard to the referenced Work Authorization.

If you wish to accept this Work Authorization, please sign where indicated and return one complete copy to our office (executed electronic scanned copies are acceptable). Upon receipt, we will promptly schedule our services.

Sincerely,
DONALD W. MCINTOSH ASSOCIATES, INC.

Kirby L. White, PE
Project Manager

APPROVED AND ACCEPTED



[Signature]

Authorized Representative of
Greenway Improvement District

Date

PURSUANT TO FLORIDA STATUTE 558.003, AN INDIVIDUAL EMPLOYEE OR AGENT OF DONALD W. MCINTOSH ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Centerline Drive – Segments A&B

Brief Description: Survey, Design and Construction Admin for 2,220 LF roadway

Name of Consultant / Vendor: Donald W. McIntosh Associates, Inc.

Is this work pursuant to an existing Agreement? Yes No

If so, name and date of Agreement: _____

Is this project included in the District Capital Improvement Plan? Yes No

Are the services required contemplated in the Capital Improvement Plan? Yes No

Is this a continuation of previously authorized work? Yes No

Proposal attached: Yes No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 257,630.00

Recommendation: Approve Deny

By:  9/14/18
Larry Kaufmann, Chairman
Greeneway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton



September 14, 2018

**DONALD W. McINTOSH
ASSOCIATES, INC.**

Mr. Richard Levey, Chairman
Board of Supervisors
Greenway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817

Subject: Centerline Drive – Segments A & B
New 2-Lane Undivided Roadway with On-Street Parking (±2,220 lf)
Orlando, Florida
DWMA Job No. 18140 (001-031)

Dear Mr. Levey:

As requested by Ralph Ireland, representative of the Lake Nona master developer, Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this Work Authorization to provide professional surveying, engineering and construction phase services to the Greenway Improvement District (“CLIENT”) for Centerline Drive – Segments A & B (“Project”). The scope of this proposal includes professional services related to the ±2,220 lf extension of Centerline Drive from Laureate Boulevard to Nemours Parkway. DWMA will provide these services pursuant to our current contract with the Greenway Improvement District dated August 11, 2003 (“Contract”).

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

BASIC SERVICES & ITEMIZED FEES

The nature, scope and schedule (if any) of Basic Services to be performed by DWMA under this Agreement, are set forth below.

CLIENT may, from time to time, request DWMA to perform services in connection with the Project which are outside the scope of the services listed herein. Should DWMA agree to perform such services (hereinafter referred to as “Additional Services”), they shall be subject to and governed by the provisions of the Contract. Additional Services and Basic Services to be provided under this Agreement shall hereinafter be referred to collectively as “Services.”

I. Scope of Services

PART I - PROFESSIONAL SURVEYING & MAPPING

- A. STAKE BORINGS - Stake out and obtain existing ground elevation for 6± borings (location of borings furnished by CLIENT's geotechnical consultant). 001 \$1,800.00
- B. LOCATE UTILITY FLAGS - Locate underground utility lines as flagged by a utility locating service retained by CLIENT. DWMA will schedule a field appointment with the locating company on a one-time basis, for the purpose of locating the marked utility lines. DWMA will show the approximate location of these underground lines per the horizontal and vertical markings as established by the locating company.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

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Mr. Richard Levey, Chairman
Greenway Improvement District
Centerline Drive – Segments A & B
New 2-Lane Undivided Roadway with On-Street Parking (±2,220 lf)
DWMA Job No. 18140 (001-031)
September 14, 2018
Page 2 of 11

DWMA will be responsible only for the location of the flags and published depths of the utility location service company. Digging marked locations for verification and measuring depths by DWMA is not included. DWMA is not liable for showing any utility lines not flagged by the locating company. 002 \$4,500.00

C. BOUNDARY AND TOPOGRAPHIC SURVEY FOR PRELIMINARY PLAT - Preparation of the required site boundary and topographic survey for preliminary plat submittal and final engineering design (NAVD88 Datum) prepared in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. Utility and site improvement locations will be limited to visible surface features only. 003 \$9,100.00

D. PRELIMINARY PLAT PREPARATION – Preparation and submittal of a preliminary plat to the City of Orlando to support the final plat and engineering design for the Project. This line item includes submittal to the City of Orlando of the preliminary plat and supporting documents prepared by others. 004 \$6,600.00

E. PRELIMINARY PLAT PROCESSING – Process Preliminary Plat through the City of Orlando, including preparation for and attendance at meetings associated with the project preliminary plat process. 005 \$2,000.00

F. BOUNDARY AND TOPOGRAPHIC SURVEY FOR FINAL PLAT – Preparation of an updated site boundary and topographic survey (NAVD88 Datum) of lands to be platted for purposes of submittal with the final plat as required by Chapter 177, Florida Statutes, prepared in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. As required by the City of Orlando, the survey will be prepared to include the information within the title certificate provided to DWMA by CLIENT for the final plat submittal. If during the preparation process, additional phases or revisions are required due to CLIENT changes, additional costs will be incurred that will be contracted separately. 006 \$4,230.00

G. FINAL PLAT PREPARATION – Preparation of one record plat for the Project right-of-way for recording complete with installation of PRM's and PCP's (one time only) as required by state and local regulation(s);

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*Mr. Richard Levey, Chairman
Greenway Improvement District
Centerline Drive – Segments A & B
New 2-Lane Undivided Roadway with On-Street Parking (±2,220 lf)
DWMA Job No. 18140 (001-031)
September 14, 2018
Page 3 of 11*

includes submittal of plat and supporting documents (prepared by others) to the City of Orlando. This line item does not include the platting of any stormwater ponds or offsite improvements. If additional phases or revisions are required during the preparation process due to CLIENT changes, those Additional Services will be authorized under a separate agreement. 007 \$8,300.00

H. FINAL PLAT PROCESSING - Process Final Plat through the City of Orlando, including review of plat review comment letters and the preparation of letters in response to the reviews; coordinating the changes and requests for information with the CLIENT and CLIENT's attorney; the preparation and resubmittal of the revised plats and documents; attendance at staff and board meetings; coordination with CLIENT and CLIENT's legal counsel; and plat recording assistance. 008 \$2,500.00

I. MISCELLANEOUS LEGAL DESCRIPTIONS AND SKETCHES - Prepare up to three (3) miscellaneous legal descriptions for the following:

- Easements
- Drainage Outfalls
- Others as needed

009 \$2,200.00

J. STAKE CENTERLINE CONTROL AND BENCHMARKS - Field stake (one time) the proposed right-of-way centerline control points (i.e., PCs, PTs, etc.) and set site benchmarks for use by the Contractor during construction of the Project. 010 \$1,400.00

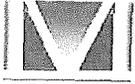
K. BASE MAP ASSEMBLY AND PREPARATION - Prepare base maps for use in project reports and planning and design elements listed herein. 011 \$4,200.00

SUBTOTAL PART I \$46,830.00

PART II - CIVIL ENGINEERING

A. ROADWAY CONSTRUCTION DRAWINGS - Design, preparation and submittal of roadway construction drawings and technical specifications for the extension of Centerline Drive from Laureate Boulevard to Nemours Parkway for roadway geometry, paving, grading, drainage,

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Mr. Richard Levey, Chairman
Greenway Improvement District
Centerline Drive – Segments A & B
New 2-Lane Undivided Roadway with On-Street Parking (±2,220 lf)
DWMA Job No. 18140 (001-031)
September 14, 2018
Page 4 of 11

sewage collection/transmission, reclaimed water distribution and potable water distribution facilities prepared for submittal to regulatory agencies. 012 \$83,600.00

- B. OUC CONDUIT AND STREET LIGHT CONDUIT PLANS – Meetings, coordination, preparation and permitting of Orlando Utilities Commission (OUC) electrical conduit plans. Information related to OUC street lighting and electrical conduit size and location shall be the design responsibility of OUC. 013 \$3,900.00
- C. IRRIGATION AND ELECTRIC SLEEVE PLANS - Prepare irrigation and electric sleeve plans, including meetings, coordination of consultants, plan processing and distribution. Information related to irrigation sleeve size and location shall be the design responsibility of the irrigation designer. 014 \$1,900.00
- D. SFWMD ERP APPLICATION - Preparation and submittal of South Florida Water Management District (SFWMD) permit application for Environmental Resource permit (ERP) for construction of the Project. 015 \$8,500.00
- E. SFWMD WATER USE (DEWATERING) PERMIT ASSISTANCE - Assist the CLIENT's geotechnical consultant with completion of a SFWMD Water Use (Dewatering) Permit. (SFWMD will most likely require a Water Use Permit to be issued by the SFWMD Board prior to allowing construction to commence and it will likely appear in a RAI if not addressed at the original ERP submittal stage.) 016 \$2,700.00
- F. FDEP PERMIT APPLICATIONS - Preparation and submittal of Florida Department of Environmental Protection (FDEP) permit applications for water distribution and wastewater collection systems. 017 \$3,500.00
- G. PLAN & PERMIT PROCESSING - Process plans and permit applications through the City of Orlando, Orlando Utilities Commission (OUC), SFWMD and FDEP. 018 \$13,800.00
- H. FINAL ENGINEERING MEETINGS & COORDINATION - Coordination with City staff; OUC staff; regulatory agencies; geotechnical, structural, hardscape, landscape and other consultants; and CLIENT during the design phase of the project and representation at meetings associated with final design and permitting of the Project. 019 \$9,700.00

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*Mr. Richard Levey, Chairman
Greenway Improvement District
Centerline Drive – Segments A & B
New 2-Lane Undivided Roadway with On-Street Parking (±2,220 lf)
DWMA Job No. 18140 (001-031)
September 14, 2018
Page 5 of 11*

- I. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS -
Preparation and submittal of an Engineer's Opinion of Probable
Construction Costs for infrastructure construction as required by the City
of Orlando for calculation of inspection fees and bond amounts. 020 \$5,500.00

SUBTOTAL PART II \$133,100.00

PART III - CONSTRUCTION PHASE SERVICES

The following scope of Construction Phase Services includes primarily those services necessary for final project certification(s). Services beyond those listed may be provided as Additional Services under a separate Agreement, and may in some instances be back-charged to the contractor by CLIENT. The scope of construction phase services listed below assumes a construction schedule of twelve (12) months. Should the construction schedule exceed the assumed duration, or should the construction project or required certifications be phased, Additional Services may be required for certain items within the scope of services. It is assumed that the CLIENT's contractor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certifications and record drawings.

- A. PRECONSTRUCTION CONFERENCES - Attendance and coordination
of project preconstruction conferences with the City of Orlando and
OUC. 021 \$1,800.00
- B. SHOP DRAWING REVIEW - Review (one time) shop drawing
information (limited to review for general conformance with the design
intent and with information given in construction documents). Detailed
geometric review along with means, methods, techniques, sequences or
procedures of construction and all safety precautions is not included and
remains Contractor's responsibility. 022 \$6,400.00
- C. CONTRACTOR PAYMENT REQUESTS - Contractor payment request
reviews and approvals (for construction related to DWMA designs) and
pertinent site observation with one visit per month for the assumed
Project duration (12 visits). 023 \$6,300.00
- D. SITE VISITS - Make site visits for observation of materials, construction
and testing for the specific purpose of providing certifications listed
below. Visits are to be at the discretion of DWMA based on contractor's
submitted construction schedule for various elements. Schedule to be

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Mr. Richard Levey, Chairman
Greenway Improvement District
Centerline Drive – Segments A & B
New 2-Lane Undivided Roadway with On-Street Parking (±2,220 lf)
DWMA Job No. 18140 (001-031)
September 14, 2018
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required and kept current by contractor. Visits exceeding sixty (60) visits (independent of those associated with contractor pay requests) shall be considered Additional Services under a separate Work Authorization.

024 \$19,300.00

E. FDEP CERTIFICATIONS - Provide FDEP standard form certifications of completion/substantial compliance for potable water and sanitary sewer permits (one set of certifications). Contractor to provide information and testing as follows:

- Water system pressure test
- Water system bacteriological testing and reports
- Reclaimed water system pressure test
- Sanitary sewer system leakage testing/lamping/ televising
- Record drawings, signed by contractor
- As-built surveys, signed by registered surveyor

025 \$4,800.00

F. SFWMD CERTIFICATION - Provide certification as required by the SFWMD permit conditions. Contractor's as-built surveys must be furnished to DWMA. If a substantial deviation exists between approved plans and Contractor's as-built surveys, an additional as-built survey by DWMA may be required (which would be Additional Services).

026 \$4,000.00

G. FINAL PROJECT CERTIFICATION - Provide final project certification to the City of Orlando and OUC.

027 \$6,300.00

H. PROGRESS MEETINGS AND CONSTRUCTION ISSUES ASSISTANCE – Attend progress meetings and assist with construction issues, preparation and maintenance of contractor activity logs, meeting attendance, contractor issues, assistance with bonding, expediting government processes, etc.

028 \$8,600.00

I. CONTRACTOR CHANGE ORDER AND RFI PROCESSING – Review and respond to a combined total of up to ten (10) Contractor Requests for Change Order (RCO) and/or Requests for Information (RFI) related to DWMA designs. RCOs and/or RFIs related to the designs of other consultants shall be routed by DWMA to the appropriate consultant for review and response.

029 \$7,500.00

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*Mr. Richard Levey, Chairman
Greenway Improvement District
Centerline Drive – Segments A & B
New 2-Lane Undivided Roadway with On-Street Parking (±2, 220 lf)
DWMA Job No. 18140 (001-031)
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J. CONSULTANT COORDINATION – Coordination of geotechnical, hardscape, landscape, structural and other consultants during construction phase of project.	030	\$3,100.00
K. RECORD DRAWINGS - Preparation of "Record Drawings" from contractor furnished data.	031	\$9,600.00
SUBTOTAL PART III		\$77,700.00
TOTAL PARTS I - III		\$257,630.00

PAYMENT OF FEES & REIMBURSABLE EXPENSES

CLIENT shall pay DWMA for Services fees as are indicated above and as may be charged from time to time in connection with Additional Services plus Reimbursable Expenses in accordance with the terms of the Contract.

ASSUMPTIONS AND EXCLUSIONS:

Services provided herein are based upon the following assumptions:

- All Project design will be based on a roadway alignment developed by DWMA and approved by CLIENT.
- DWMA's performance and work product quality is dependent upon the timely provision of services from CLIENT-selected and contracted land surveyor, geotechnical engineer, environmental consultant, transportation engineer, landscape/hardscape/irrigation designer and legal consultant whose services, while coordinated to the extent possible, are beyond the scope of responsibility of DWMA.
- CLIENT's consultants will provide DWMA with permission to utilize and rely upon their work product as the basis of DWMA's design.
- DWMA, in and through its review and/or use of design and calculations prepared by others, is not responsible for or liable for error or omissions in the design and permitting services provided by others.
- Certain elements designed by others may be shown in DWMA construction plans for context only.
- The Project is to be designed and constructed in a single phase.
- Stormwater runoff from the Project was previously accommodated in the design and construction of the existing stormwater management system.

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Mr. Richard Levey, Chairman

Greenway Improvement District

Centerline Drive – Segments A & B

New 2-Lane Undivided Roadway with On-Street Parking (±2,220 lf)

DWMA Job No. 18140 (001-031)

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- The scope of construction phase services contained herein specifically excludes as-built surveys of constructed improvements (e.g., roads, utilities, stormwater facilities, etc.). It is assumed that the CLIENT's contractor and/or surveyor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certifications and record drawings. Any as-built surveys required to be performed by DWMA due to failure of contractor's surveyor to provide accurate and complete survey data will be invoiced on an hourly basis and would ideally be back-charged to the contractor by CLIENT.
- Construction phase services for systems designed and permitted by others are not included.
- Construction phase retesting resulting from failures or no-shows, and therefore requiring additional site visits, shall be additional services and is not included in the scope of this agreement. Such services will be invoiced on an hourly basis and would ideally be back-charged to the contractor by CLIENT.
- DWMA work product will be prepared digitally in AutoCAD Civil3D 2018 or later.
- The scope of services contained in this Agreement specifically excludes services related to the following:
 - Preparation and/or processing of a Specific Parcel Master Plan for the Project
 - Design and permitting of project entry features, signage, gates, walls, etc.
 - Landscaping, hardscaping, irrigation and/or lighting design and permitting
 - Specialty paver design and permitting
 - Electrical power, telecommunications, natural gas or other franchise utility design and permitting
 - Construction phase services for systems designed and permitted by others
 - CDD material management
 - National Pollutant Discharge Elimination System (NPDES) permitting
 - Wetland jurisdictional line surveys
 - Staking of front lot corners for construction
 - Construction layout
 - As-built surveys of constructed improvements (e.g., roads, drainage systems, utilities, stormwater facilities, grading, etc.)
 - Inspections and certifications associated with any structural component of the Project

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DONALD W. McINTOSH Associates, Inc.

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-4068 • FAX (407) 644-8318



*Mr. Richard Levey, Chairman
Greenway Improvement District
 Centerline Drive – Segments A & B
 New 2-Lane Undivided Roadway with On-Street Parking (±2,220 lf)
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- Applications to the Federal Emergency Management for Letter(s) of Map Change or collection of data, including as-built surveys, in support thereof
- Provision of customized digital data files to CLIENT, CLIENT’s consultants and/or CLIENT’s contractor

Some of these excluded services may be provided as Additional Services on a case-by-case basis, if required. Certain elements designed by others may be shown in DWMA construction plans for context only.

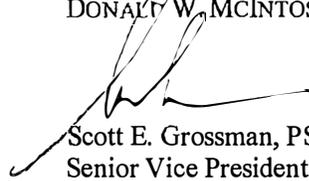
CONTRACT VALIDITY PERIOD

This work authorization shall remain valid for CLIENT acceptance for a period of sixty (60) days from the date of execution by DWMA. If not accepted and executed by CLIENT within such time period, this proposal shall become null and void.

We are prepared to begin work on your Project as soon as we have received an executed copy of this Agreement (executed electronic scanned copies are acceptable).

We value our relationship with the Greenway Improvement District and thank you for your continued confidence in Donald W. McIntosh Associates, Inc. We look forward to working with you on this project and many others through the coming year.

Yours truly,
 DONALD W. MCINTOSH ASSOCIATES, INC.



Scott E. Grossman, PSM
 Senior Vice President

Attachment: Exhibit 'A'
 SEG/ls

ACCEPTANCE OF CONTRACT BY:

 [Signature]

 [Date]

 [Name and Title]
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 [Company]

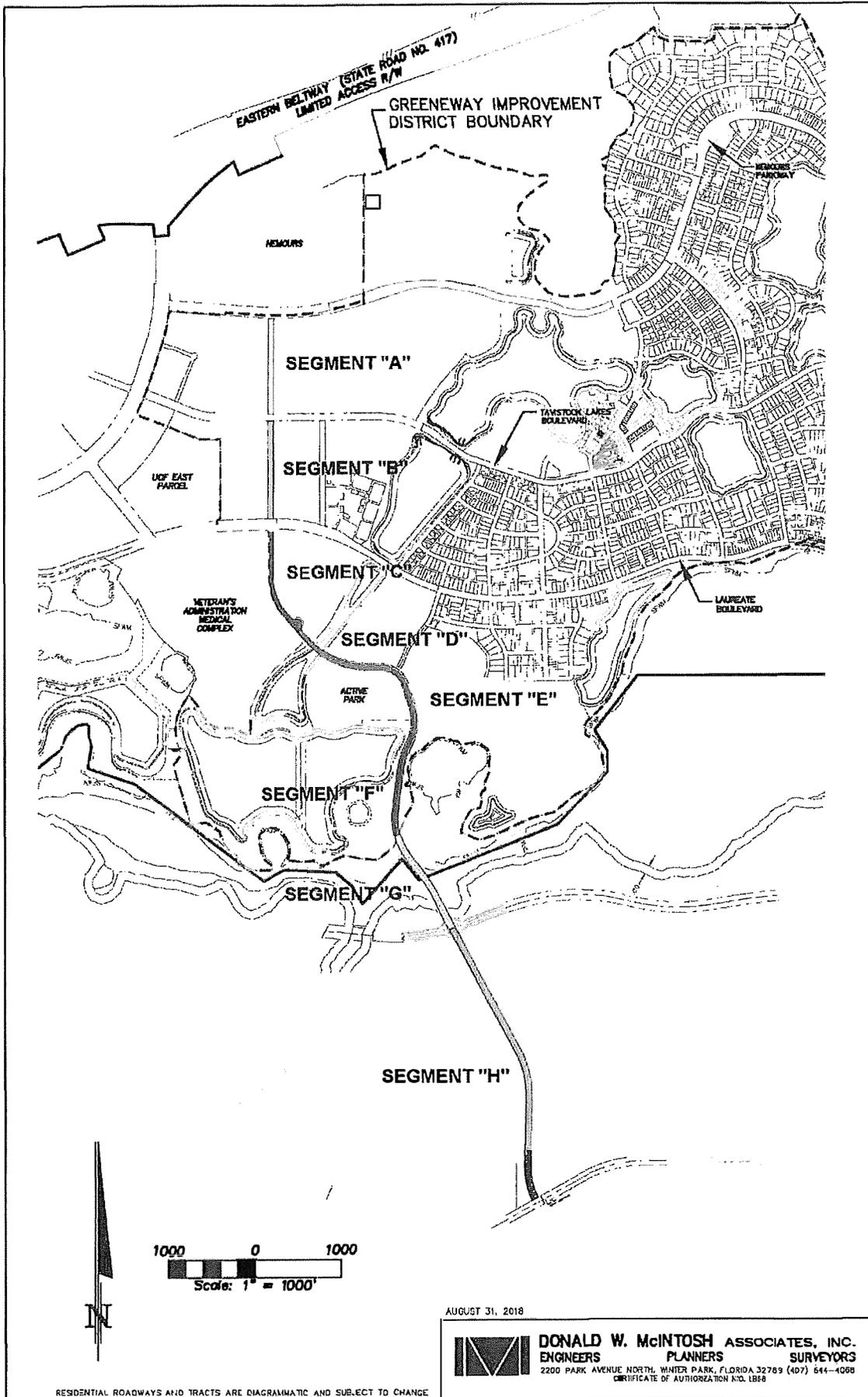


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Greenway Improvement District
Centerline Drive – Segments A & B
New 2-Lane Undivided Roadway with On-Street Parking (±2,220 lf)
DWMA Job No. 18140 (001-031)
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PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF DONALD W. MCINTOSH ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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EXHIBIT 'A'



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RESIDENTIAL ROADWAYS AND TRACTS ARE DIAGRAMMATIC AND SUBJECT TO CHANGE.

AUGUST 31, 2018



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 544-4088
CERTIFICATE OF AUTHORIZATION NO. LB88

Printed: 11/21/2018 12:34PM
P:\Projects\22112\Drawings\General\General Draw D888.dwg

GREENWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Centerline Drive – Segments C&D

Brief Description: Survey, Design and Construction Admin for 2,465 LF roadway

Name of Consultant /Vendor: Donald W. McIntosh Associates, Inc.

Is this work pursuant to an existing Agreement? Yes No

If so, name and date of Agreement: _____

Is this project included in the District Capital Improvement Plan? Yes No

Are the services required contemplated in the Capital Improvement Plan? Yes No

Is this a continuation of previously authorized work? Yes No

Proposal attached: Yes No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 290,695.00

Recommendation: Approve Deny

By:  9/14/18
Larry Kaufmann, Chairman
Greenway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton



September 14, 2018

**DONALD W. McINTOSH
ASSOCIATES, INC.**

Mr. Richard Levey, Chairman
Board of Supervisors
Greenway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817

Subject: Centerline Drive – Segments C & D
New 2-Lane Undivided Roadway with On-Street Parking (±1,250 lf) and
On-Street Parking and Trail Improvements to Existing Roadway (±1,215 lf)
Orlando, Florida
DWMA Job No. 18141 (001-031)

Dear Mr. Levey:

As requested by Ralph Ireland, representative of the Lake Nona master developer, Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this Work Authorization to provide professional surveying, engineering and construction phase services to the Greenway Improvement District (“CLIENT”) for Centerline Drive – Segments C & D (“Project”). The scope of this proposal includes professional services related to the ±1,250 lf extension of Centerline Drive from Kellogg Avenue to the southern terminus of existing Centerline Drive (fka Hartwell Court) and the addition of on-street parking, 12-foot wide asphalt trail, utility relocations, drainage improvements and asphalt overlay along the existing ±1,215 Centerline Drive. DWMA will provide these services pursuant to our current contract with the Greenway Improvement District dated August 11, 2003 (“Contract”).

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

BASIC SERVICES & ITEMIZED FEES

The nature, scope and schedule (if any) of Basic Services to be performed by DWMA under this Agreement, are set forth below.

CLIENT may, from time to time, request DWMA to perform services in connection with the Project which are outside the scope of the services listed herein. Should DWMA agree to perform such services (hereinafter referred to as “Additional Services”), they shall be subject to and governed by the provisions of the Contract. Additional Services and Basic Services to be provided under this Agreement shall hereinafter be referred to collectively as “Services.”

I. Scope of Services

PART I - PROFESSIONAL SURVEYING & MAPPING

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

- A. STAKE BORINGS - Stake out and obtain existing ground elevation for 10± borings (location of borings furnished by CLIENT's geotechnical consultant). 001 \$2,245.00
- B. LOCATE UTILITY FLAGS - Locate underground utility lines as flagged by a utility locating service retained by CLIENT. DWMA will schedule a field appointment with the locating company on a one-time

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*Mr. Richard Levey, Chairman
Greenway Improvement District
Centerline Drive – Segments C & D
New 2-Lane Undivided Roadway with On-Street Parking (±1,250 lf) and
On-Street Parking and Trail Improvements to Existing Roadway (±1,215 lf)
DWMA Job No. 18141 (001-031)
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basis, for the purpose of locating the marked utility lines. DWMA will show the approximate location of these underground lines per the horizontal and vertical markings as established by the locating company. DWMA will be responsible only for the location of the flags and published depths of the utility location service company. Digging marked locations for verification and measuring depths by DWMA is not included. DWMA is not liable for showing any utility lines not flagged by the locating company. 002 \$5,700.00

C. BOUNDARY AND TOPOGRAPHIC SURVEY FOR PRELIMINARY PLAT - Preparation of the required site boundary and topographic survey for preliminary plat submittal and final engineering design (NAVD88 Datum) prepared in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. Utility and site improvement locations will be limited to visible surface features only. 003 \$11,680.00

D. PRELIMINARY PLAT PREPARATION – Preparation and submittal of a preliminary plat to the City of Orlando to support the final plat and engineering design for the Project. This line item includes submittal to the City of Orlando of the preliminary plat and supporting documents prepared by others. 004 \$8,370.00

E. PRELIMINARY PLAT PROCESSING – Process Preliminary Plat through the City of Orlando, including preparation for and attendance at meetings associated with the project preliminary plat process. 005 \$2,250.00

F. BOUNDARY AND TOPOGRAPHIC SURVEY FOR FINAL PLAT – Preparation of an updated site boundary and topographic survey (NAVD88 Datum) of lands to be platted for purposes of submittal with the final plat as required by Chapter 177, Florida Statutes, prepared in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. As required by the City of Orlando, the survey will be prepared to include the information within the title certificate provided to DWMA by CLIENT for the final plat submittal. If during the preparation process, additional phases or revisions are required due to CLIENT changes, additional costs will be incurred that will be contracted separately. 006 \$4,225.00

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Mr. Richard Levey, Chairman
Greenway Improvement District
Centerline Drive – Segments C & D
New 2-Lane Undivided Roadway with On-Street Parking (±1,250 lf) and
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- G. FINAL PLAT PREPARATION – Preparation of one record plat for the Project right-of-way for recording complete with installation of PRM's and PCP's (one time only) as required by state and local regulation(s); includes submittal of plat and supporting documents (prepared by others) to the City of Orlando. This line item does not include the platting of any stormwater ponds or offsite improvements. If additional phases or revisions are required during the preparation process due to CLIENT changes, those Additional Services will be authorized under a separate agreement. 007 \$8,800.00
- H. FINAL PLAT PROCESSING - Process Final Plat through the City of Orlando, including review of plat review comment letters and the preparation of letters in response to the reviews; coordinating the changes and requests for information with the CLIENT and CLIENT's attorney; the preparation and resubmittal of the revised plats and documents; attendance at staff and board meetings; coordination with CLIENT and CLIENT's legal counsel; and plat recording assistance. 008 \$2,550.00
- I. MISCELLANEOUS LEGAL DESCRIPTIONS AND SKETCHES - Prepare up to three (3) miscellaneous legal descriptions for the following:
- Easements
 - Drainage Outfalls
 - Others as needed 009 \$2,750.00
- J. STAKE CENTERLINE CONTROL AND BENCHMARKS - Field stake (one time) the proposed right-of-way centerline control points (i.e., PCs, PTs, etc.) and set site benchmarks for use by the Contractor during construction of the Project. 010 \$1,725.00
- K. BASE MAP ASSEMBLY AND PREPARATION - Prepare base maps for use in project reports and planning and design elements listed herein. 011 \$6,400.00
- SUBTOTAL PART I \$56,695.00**

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DWMA Job No. 18141 (001-031)
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PART II - CIVIL ENGINEERING

- A. ROADWAY CONSTRUCTION DRAWINGS - Design, preparation and submittal of roadway construction drawings and technical specifications for the extension of Centerline Drive from Kellogg Avenue to the southern terminus of existing Centerline Drive (fka Hartwell Court) and for the addition of on-street parking, 12-foot wide asphalt trail, utility relocations, drainage improvements and asphalt overlay along existing Centerline Drive for roadway geometry, paving, grading, drainage, sewage collection/transmission, reclaimed water distribution and potable water distribution facilities prepared for submittal to regulatory agencies. This design includes coordination with the structural engineer's design of the roadway crossing of SMA-11. 012 \$92,900.00
- B. OUC CONDUIT AND STREET LIGHT CONDUIT PLANS – Meetings, coordination, preparation and permitting of Orlando Utilities Commission (OUC) electrical conduit plans. Information related to OUC street lighting and electrical conduit size and location shall be the design responsibility of OUC. 013 \$4,300.00
- C. IRRIGATION AND ELECTRIC SLEEVE PLANS - Prepare irrigation and electric sleeve plans, including meetings, coordination of consultants, plan processing and distribution. Information related to irrigation sleeve size and location shall be the design responsibility of the irrigation designer. 014 \$2,100.00
- D. SFWMD ERP APPLICATION - Preparation and submittal of South Florida Water Management District (SFWMD) permit application for Environmental Resource permit (ERP) for construction of the Project. 015 \$9,400.00
- E. SFWMD WATER USE (DEWATERING) PERMIT ASSISTANCE - Assist the CLIENT's geotechnical consultant with completion of a SFWMD Water Use (Dewatering) Permit. (SFWMD will most likely require a Water Use Permit to be issued by the SFWMD Board prior to allowing construction to commence and it will likely appear in a RAI if not addressed at the original ERP submittal stage.) 016 \$3,000.00
- F. FDEP PERMIT APPLICATIONS - Preparation and submittal of Florida Department of Environmental Protection (FDEP) permit applications for water distribution and wastewater collection systems. 017 \$3,900.00



*Mr. Richard Levey, Chairman
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Centerline Drive – Segments C & D
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- G. PLAN & PERMIT PROCESSING - Process plans and permit applications through the City of Orlando, Orlando Utilities Commission (OUC), SFWMD and FDEP. 018 \$15,300.00

- H. FINAL ENGINEERING MEETINGS & COORDINATION - Coordination with City staff; OUC staff; regulatory agencies; geotechnical, structural, hardscape, landscape and other consultants; and CLIENT during the design phase of the project and representation at meetings associated with final design and permitting of the Project. 019 \$10,800.00

- I. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS - Preparation and submittal of an Engineer's Opinion of Probable Construction Costs for infrastructure construction as required by the City of Orlando for calculation of inspection fees and bond amounts. CLIENT's structural engineer shall be responsible for providing an independent opinion of probable construction costs related to the structural component(s) of the SMA-11 crossing. 020 \$6,100.00

- SUBTOTAL PART II \$147,800.00**

PART III - CONSTRUCTION PHASE SERVICES

The following scope of Construction Phase Services includes primarily those services necessary for final project certification(s). Services beyond those listed may be provided as Additional Services under a separate Agreement, and may in some instances be back-charged to the contractor by CLIENT. The scope of construction phase services listed below assumes a construction schedule of twelve (12) months. Should the construction schedule exceed the assumed duration, or should the construction project or required certifications be phased, Additional Services may be required for certain items within the scope of services. It is assumed that the CLIENT's contractor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certifications and record drawings.

- A. PRECONSTRUCTION CONFERENCES - Attendance and coordination of project preconstruction conferences with the City of Orlando and OUC. 021 \$2,000.00

- B. SHOP DRAWING REVIEW - Review (one time) shop drawing information (limited to review for general conformance with the design



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intent and with information given in construction documents). Detailed geometric review along with means, methods, techniques, sequences or procedures of construction and all safety precautions is not included and remains Contractor's responsibility. 022 \$7,100.00

C. CONTRACTOR PAYMENT REQUESTS - Contractor payment request reviews and approvals (for construction related to DWMA designs) and pertinent site observation with one visit per month for the assumed Project duration (12 visits). 023 \$7,000.00

D. SITE VISITS - Make site visits for observation of materials, construction and testing for the specific purpose of providing certifications listed below. Visits are to be at the discretion of DWMA based on contractor's submitted construction schedule for various elements. Schedule to be required and kept current by contractor. Visits exceeding sixty (60) visits (independent of those associated with contractor pay requests) shall be considered Additional Services under a separate Work Authorization. 024 \$21,500.00

E. FDEP CERTIFICATIONS - Provide FDEP standard form certifications of completion/substantial compliance for potable water and sanitary sewer permits (one set of certifications). Contractor to provide information and testing as follows:

- Water system pressure test
- Water system bacteriological testing and reports
- Reclaimed water system pressure test
- Sanitary sewer system leakage testing/lamping/ televising
- Record drawings, signed by contractor
- As-built surveys, signed by registered surveyor 025 \$5,300.00

F. SFWMD CERTIFICATION - Provide certification as required by the SFWMD permit conditions. Contractor's as-built surveys must be furnished to DWMA. If a substantial deviation exists between approved plans and Contractor's as-built surveys, an additional as-built survey by DWMA may be required (which would be Additional Services). 026 \$4,400.00

G. FINAL PROJECT CERTIFICATION - Provide final project certification to the City of Orlando and OUC. 027 \$6,900.00



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Greenway Improvement District
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 DWMA Job No. 18141 (001-031)
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H. PROGRESS MEETINGS AND CONSTRUCTION ISSUES ASSISTANCE – Attend progress meetings and assist with construction issues, preparation and maintenance of contractor activity logs, meeting attendance, contractor issues, assistance with bonding, expediting government processes, etc.	028 \$9,600.00
I. CONTRACTOR CHANGE ORDER AND RFI PROCESSING – Review and respond to a combined total of up to ten (10) Contractor Requests for Change Order (RCO) and/or Requests for Information (RFI) related to DWMA designs. RCOs and/or RFIs related to the designs of other consultants shall be routed by DWMA to the appropriate consultant for review and response.	029 \$8,300.00
J. CONSULTANT COORDINATION – Coordination of geotechnical, hardscape, landscape, structural and other consultants during construction phase of project.	030 \$3,500.00
K. RECORD DRAWINGS - Preparation of "Record Drawings" from contractor furnished data.	031 \$10,600.00
SUBTOTAL PART III	\$86,200.00
TOTAL PARTS I - III	\$290,695.00

PAYMENT OF FEES & REIMBURSABLE EXPENSES

CLIENT shall pay DWMA for Services fees as are indicated above and as may be charged from time to time in connection with Additional Services plus Reimbursable Expenses in accordance with the terms of the Contract.

ASSUMPTIONS AND EXCLUSIONS:

Services provided herein are based upon the following assumptions:

- All Project design will be based on a roadway alignment developed by DWMA and approved by CLIENT.
- DWMA's performance and work product quality is dependent upon the timely provision of services from CLIENT-selected and contracted land surveyor, geotechnical engineer, environmental consultant, transportation engineer,



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landscape/hardscape/irrigation designer and legal consultant whose services, while coordinated to the extent possible, are beyond the scope of responsibility of DWMA.

- CLIENT's consultants will provide DWMA with permission to utilize and rely upon their work product as the basis of DWMA's design.
- DWMA, in and through its review and/or use of design and calculations prepared by others, is not responsible for or liable for error or omissions in the design and permitting services provided by others.
- Certain elements designed by others may be shown in DWMA construction plans for context only.
- The Project is to be designed and constructed in a single phase.
- Stormwater runoff from the Project was previously accommodated in the design and construction of the existing stormwater management system.
- DWMA's design related to the proposed crossing of SMA-11 will be limited to horizontal and vertical alignment and coordination with the CLIENT's structural engineer related to extension of utilities through the crossing. DWMA shall not be responsible or liable for the design, permitting, inspection or certification of any structural component of the proposed crossing.
- The scope of construction phase services contained herein specifically excludes as-built surveys of constructed improvements (e.g., roads, utilities, stormwater facilities, etc.). It is assumed that the CLIENT's contractor and/or surveyor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certifications and record drawings. Any as-built surveys required to be performed by DWMA due to failure of contractor's surveyor to provide accurate and complete survey data will be invoiced on an hourly basis and would ideally be back-charged to the contractor by CLIENT.
- Construction phase services for systems designed and permitted by others are not included.
- Construction phase retesting resulting from failures or no-shows, and therefore requiring additional site visits, shall be additional services and is not included in the scope of this agreement. Such services will be invoiced on an hourly basis and would ideally be back-charged to the contractor by CLIENT.
- DWMA work product will be prepared digitally in AutoCAD Civil3D 2018 or later.
- The scope of services contained in this Agreement specifically excludes services related to the following:
 - Preparation and/or processing of a Specific Parcel Master Plan for the Project
 - Structural engineering design related to the proposed crossing of SMA-11
 - Design and permitting of project entry features, signage, gates, walls, etc.



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- Landscaping, hardscaping, irrigation and/or lighting design and permitting
- Specialty paver design and permitting
- Electrical power, telecommunications, natural gas or other franchise utility design and permitting
- Construction phase services for systems designed and permitted by others
- CDD material management
- National Pollutant Discharge Elimination System (NPDES) permitting
- Wetland jurisdictional line surveys
- Staking of front lot corners for construction
- Construction layout
- As-built surveys of constructed improvements (e.g., roads, drainage facilities, utilities, stormwater facilities, grading, etc.)
- Inspections and certifications associated with any structural component of the Project
- Applications to the Federal Emergency Management for Letter(s) of Map Change or collection of data, including as-built surveys, in support thereof
- Provision of customized digital data files to CLIENT, CLIENT's consultants and/or CLIENT's contractor

Some of these excluded services may be provided as Additional Services on a case-by-case basis, if required. Certain elements designed by others may be shown in DWMA construction plans for context only.

CONTRACT VALIDITY PERIOD

This work authorization shall remain valid for CLIENT acceptance for a period of sixty (60) days from the date of execution by DWMA. If not accepted and executed by CLIENT within such time period, this proposal shall become null and void.

We are prepared to begin work on your Project as soon as we have received an executed copy of this Agreement (executed electronic scanned copies are acceptable).

We value our relationship with the Greenway Improvement District and thank you for your continued confidence in Donald W. McIntosh Associates, Inc. We look forward to working with you on this project and many others through the coming year.

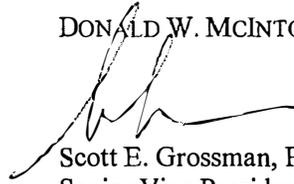
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Mr. Richard Levey, Chairman
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 DWMA Job No. 18141 (001-031)
 September 14, 2018
 Page 10 of 11

Yours truly,

DONALD W. MCINTOSH ASSOCIATES, INC.



Scott E. Grossman, PSM
 Senior Vice President

Attachment: Exhibit 'A'
 SEG/ls

ACCEPTANCE OF CONTRACT BY:

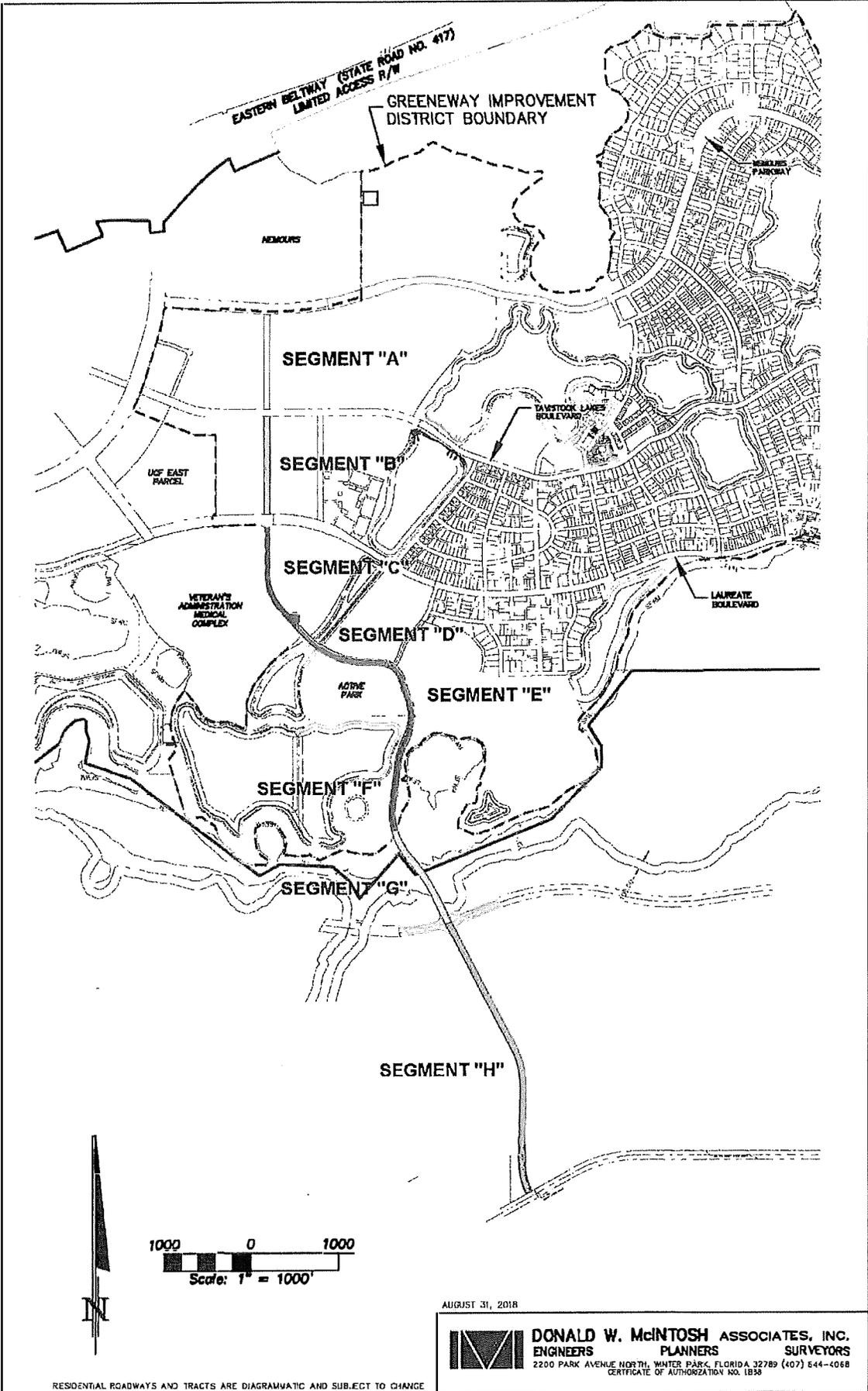
 [Signature]

 [Date]

 [Name and Title]

 [Company]

PURSUANT TO FLORIDA STATUTE 558.0035, AN
 INDIVIDUAL EMPLOYEE OR AGENT OF DONALD W.
 MCINTOSH ASSOCIATES, INC. MAY NOT BE HELD
 INDIVIDUALLY LIABLE FOR NEGLIGENCE.



F:\CONTRAC

RESIDENTIAL ROADWAYS AND TRACTS ARE DIAGRAMMATIC AND SUBJECT TO CHANGE

AUGUST 31, 2018

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-0668
 CERTIFICATE OF AUTHORIZATION NO. 1838

Printed: Fri 31-Aug-2018 - 12:58PM
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GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Roadway Underdrain Details

Brief Description: Study to determine alternative underdrain designs

Name of Consultant / Vendor: Professional Services Industries, Inc.

Is this work pursuant to an existing Agreement? Yes No

If so, name and date of Agreement: _____

Is this project included in the District Capital Improvement Plan? Yes No

Are the services required contemplated in the Capital Improvement Plan? Yes No

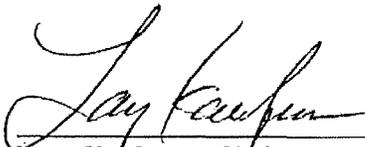
Is this a continuation of previously authorized work? Yes No

Proposal attached: Yes No

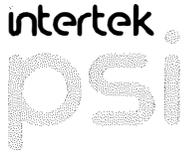
Form of Agreement Utilized: Proposal

Amount of Services: \$ 1,300.00

Recommendation: Approve Deny

By: 
Larry Kaufmann, Chairman
Greeneway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton



Proposal Number: 0757- 255807
September 11, 2018

Professional Service Industries, Inc.
1748 33rd Street, Orlando, FL 32839
Phone: (407) 304-5560
Fax: (407) 304-5561

Mr. Richard Levey, Chairman
Board of Supervisors
Greenway Improvement District
12051 Cooperate Boulevard,
Orlando, 32817

RE: Proposal
Geotechnical Engineering Services
Roadway Underdrain Details
Lake Nona
Orlando, Orange County, Florida

Dear Mr. Levey:

In response to the request of Mr. Christopher Wilson of Tavistock Development Company, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for performance of geotechnical engineering consultation related to development of standard roadway underdrains for Lake Nona roadways. Our proposal is based on our understanding that we will work in concert with Donald W. McIntosh Associates, Inc. to develop standard details for roadway underdrains for use in Lake Nona.

Scope of Geotechnical Services

Based on our recent conversations with representatives of Tavistock, we understand the purpose of our work is to developed standard underdrain details for use with construction of roadways within Lake Nona, including details on how to address underdrain conflicts from tree planting in limited right of way at the back of curb.

The following services will be provided in order to achieve the preceding objective:

1. Review the Florida Department of Transportation (FDOT) Approved Products List (APL) for underdrain systems that may be suitable for use by Tavistock. The FDOT customarily performs extensive testing and review of products prior to their inclusion in the APL.
2. Review standard roadway, utility, sidewalk cross-sections to be provided by Donald W. McIntosh Associates, Inc. (DWMA) to determine right of way geometry and the envelope in which underdrains can be placed.
3. Prepare recommended standard underdrain details, including standard FDOT underdrain and specialized underdrain systems for where conflicts occur, for use by the civil engineer in preparing roadway plans for future roadway construction within Lake Nona.





Schedule

We are in position to start work on the assignment immediately upon receipt of authorization to proceed. We anticipate 7 to 10 business days for completion of the assignment and submittal of our draft report of recommendations for review by Greenway Improvement District and Tavistock Development Company. PSI's final report of recommendations can be provided within 5 business days of receiving final comments from the involved parties.

Service Fee

It is proposed the fee for performance of the above-outlined services be determined on a unit price basis, in accordance with our attached Schedule of Services and Fees, and the work be performed pursuant to our existing contractual agreement with Greenway Improvement District. A copy of our manhour rates and fee estimate is enclosed. Based on the noted scope of work and the attached Schedule of Services and Fees, it is estimated PSI's not to exceed fee for geotechnical services for the project will be \$1,300.00.

Closure

We appreciate the opportunity to continue offering our services to Greenway Improvement District and Tavistock and look forward to working with you. If this proposal is acceptable, please sign below as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions in regards to this proposal, please do not hesitate to contact this office.

Sincerely,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Robert A. Trompke, P.E.
Principal Consultant/Department Manager

0757-255807 (Lake Nona - Roadway Underdrain Details)

cc: Mr. Christopher Wilson – Tavistock Development Company
Mr. Jeffrey Newton, P.E. – Donald W. McIntosh Associates, Inc.
Mr. Larry Kaufmann – Tavistock Development Company

Attachment: Schedule of Services and Fees

AGREED TO THIS _____ DAY OF _____, _____

BY (Please Print): _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____



SCHEDULE OF SERVICES AND FEES
Geotechnical Engineering Services
Roadway Underdrain Details
Lake Nona
Orlando, Orange County, Florida

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Total Cost</u>
<u>I. ENGINEERING SERVICES</u>				
A. Principal Engineer	2	Hours	\$ 185.00	\$ 370.00
B. Project Engineer	6	Hours	110.00	660.00
C. CAD Drafting	2	Hours	77.00	154.00
D. Clerical	2	Hours	58.00	116.00
		TOTAL ALL SERVICES		\$ 1,300.00

**GREENEWAY
IMPROVEMENT DISTRICT**

**District's Financial Position and
Budget to Actual YTD**

Greenway Improvement District

Statement of Activities

As of 8/31/2018

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$392,062.58				\$392,062.58
Off-Roll Assessments	356,676.97				356,676.97
On-Roll Assessments		\$1,685,270.04			1,685,270.04
Other Assessments		1,703,574.91			1,703,574.91
Inter-Fund Group Transfers In		(112,844.03)			(112,844.03)
Developer Contributions			\$67,881.84		67,881.84
Other Income & Other Financing Sources			55,543.80		55,543.80
Inter-Fund Transfers In			112,844.03		112,844.03
Total Revenues	<u>\$748,739.55</u>	<u>\$3,276,000.92</u>	<u>\$236,269.67</u>	<u>\$0.00</u>	<u>\$4,261,010.14</u>
<u>Expenses</u>					
Supervisor Fees	\$4,200.00				\$4,200.00
Public Officials' Liability Insurance	2,244.00				2,244.00
Trustee Services	3,771.25				3,771.25
Management	36,666.63				36,666.63
Engineering	10,521.00				10,521.00
Dissemination Agent	5,000.00				5,000.00
District Counsel	19,186.95				19,186.95
Assessment Administration	7,500.00				7,500.00
Audit	4,395.00				4,395.00
Travel and Per Diem	177.00				177.00
Telephone	187.45				187.45
Postage & Shipping	731.92				731.92
Copies	1,196.62				1,196.62
Legal Advertising	9,734.40				9,734.40
Miscellaneous	108.00				108.00
Property Taxes	2,029.52				2,029.52
Web Site Maintenance	1,189.99				1,189.99
Dues, Licenses, and Fees	175.00				175.00
Electric	4,778.97				4,778.97
Water Reclaimed	15,912.33				15,912.33
General Insurance	2,525.00				2,525.00
Irrigation	30,244.16				30,244.16

Greenway Improvement District
Statement of Activities
As of 8/31/2018

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
Landscaping Maintenance & Material	248,164.62				248,164.62
Flower & Plant Replacement	75,599.32				75,599.32
Contingency	4,052.65				4,052.65
IME - Aquatics Maintenance	2,404.80				2,404.80
IME - Irrigation	2,183.40				2,183.40
IME - Landscaping	82,000.37				82,000.37
IME - Lighting	2,442.46				2,442.46
IME - Miscellaneous	1,260.00				1,260.00
IME - Water Reclaimed	1,211.19				1,211.19
Hardscape Maintenance	5,090.00				5,090.00
Streetlights	67,318.52				67,318.52
Principal Payment		\$955,000.00			955,000.00
Interest Payments		2,609,393.76			2,609,393.76
Engineering			\$300,007.94		300,007.94
District Counsel			11,676.82		11,676.82
Legal Advertising			1,712.80		1,712.80
Contingency			5,326,598.69		5,326,598.69
Total Expenses	\$654,202.52	\$3,564,393.76	\$5,639,996.25	\$0.00	\$9,858,592.53
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$2,619.21				\$2,619.21
Interest Income		\$7,806.86			7,806.86
Interest Income			\$12,913.99		12,913.99
Total Other Revenues (Expenses) & Gains (Losses)	\$2,619.21	\$7,806.86	\$12,913.99	\$0.00	\$23,340.06
Change In Net Assets	\$97,156.24	(\$280,585.98)	(\$5,390,812.59)	\$0.00	(\$5,574,242.33)
Net Assets At Beginning Of Year	\$41,492.64	\$4,252,848.26	\$8,429,242.18	\$0.00	\$12,723,583.08
Net Assets At End Of Year	\$138,648.88	\$3,972,262.28	\$3,038,429.59	\$0.00	\$7,149,340.75

Greenway Improvement District
Statement of Financial Position
As of 8/31/2018

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$40,513.35				\$40,513.35
State Board of Administration	1,459.34				1,459.34
Due From Other Funds	10,750.00				10,750.00
Prepaid Expenses	9,699.90				9,699.90
Deposits	1,100.00				1,100.00
Infrastructure Capital Reserve	88,993.60				88,993.60
Interchange Maintenance Reserve	12,614.07				12,614.07
Debt Service Reserve A1 Bond		\$3,551,196.88			3,551,196.88
Revenue A1 Bond		417,769.99			417,769.99
Prepayment A1 Bond		3,295.41			3,295.41
General Checking Account			\$7,071.33		7,071.33
Acquisition/Construction A1 Bond			3,267,180.10		3,267,180.10
Total Current Assets	\$165,130.26	\$3,972,262.28	\$3,274,251.43	\$0.00	\$7,411,643.97
<u>Investments</u>					
Amount Available in Debt Service Funds				\$3,972,262.28	\$3,972,262.28
Amount To Be Provided				45,987,737.72	45,987,737.72
Total Investments	\$0.00	\$0.00	\$0.00	\$49,960,000.00	\$49,960,000.00
Total Assets	\$165,130.26	\$3,972,262.28	\$3,274,251.43	\$49,960,000.00	\$57,371,643.97

Greenway Improvement District
Statement of Financial Position
As of 8/31/2018

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$9,692.40				\$9,692.40
Due To Other Governmental Units	16,788.98				16,788.98
Accounts Payable			\$5,055.25		5,055.25
Retainage Payable			230,516.59		230,516.59
Due To Other Funds			250.00		250.00
Total Current Liabilities	<u>\$26,481.38</u>	<u>\$0.00</u>	<u>\$235,821.84</u>	<u>\$0.00</u>	<u>\$262,303.22</u>
 <u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$49,960,000.00	\$49,960,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$49,960,000.00</u>	<u>\$49,960,000.00</u>
 Total Liabilities	<u>\$26,481.38</u>	<u>\$0.00</u>	<u>\$235,821.84</u>	<u>\$49,960,000.00</u>	<u>\$50,222,303.22</u>
 <u>Net Assets</u>					
Net Assets, Unrestricted	\$50,369.29				\$50,369.29
Net Assets - General Government	(8,876.65)				(8,876.65)
Current Year Net Assets - General Government	97,156.24				97,156.24
Net Assets, Unrestricted		\$4,252,848.26			4,252,848.26
Current Year Net Assets, Unrestricted		(280,585.98)			(280,585.98)
Net Assets, Unrestricted			(\$10,264,278.80)		(10,264,278.80)
Net Assets, Unrestricted			8,980,146.80		8,980,146.80
Current Year Net Assets, Unrestricted			(5,390,812.59)		(5,390,812.59)
Net Assets - General Government			9,713,374.18		9,713,374.18
Total Net Assets	<u>\$138,648.88</u>	<u>\$3,972,262.28</u>	<u>\$3,038,429.59</u>	<u>\$0.00</u>	<u>\$7,149,340.75</u>
 Total Liabilities and Net Assets	<u>\$165,130.26</u>	<u>\$3,972,262.28</u>	<u>\$3,274,251.43</u>	<u>\$49,960,000.00</u>	<u>\$57,371,643.97</u>

Greenway Improvement District
 Budget to Actual
 For the Month Ending 08/31/2018

	YTD Actual	YTD Budget	YTD Variance	FY 2018 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ 392,062.58	\$ 682,363.41	\$ (290,300.83)	\$ 744,396.45
Off-Roll Assessments	356,676.97	-	356,676.97	-
Net Revenues	\$ 748,739.55	\$ 682,363.41	\$ 66,376.14	\$ 744,396.45
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 4,200.00	\$ 4,400.00	\$ (200.00)	\$ 4,800.00
Financial & Administrative				
Public Officials' Liability Insurance	2,244.00	2,291.67	(47.67)	2,500.00
Trustee Services	3,771.25	2,291.67	1,479.58	2,500.00
Management	36,666.63	36,666.67	(0.04)	40,000.00
Engineering	4,821.00	6,875.00	(2,054.00)	7,500.00
Engineering (Public Facilities Report)	5,700.00	-	5,700.00	-
Dissemination Agent	5,000.00	4,583.33	416.67	5,000.00
Property Appraiser	-	1,375.00	(1,375.00)	1,500.00
District Counsel	19,186.95	20,166.67	(979.72)	22,000.00
Assessment Administration	7,500.00	6,875.00	625.00	7,500.00
Audit	4,395.00	5,041.67	(646.67)	5,500.00
Travel and Per Diem	177.00	137.50	39.50	150.00
Telephone	187.45	458.33	(270.88)	500.00
Postage & Shipping	731.92	458.33	273.59	500.00
Copies	1,196.62	1,833.33	(636.71)	2,000.00
Legal Advertising	9,734.40	3,483.33	6,251.07	3,800.00
Bank Fees	-	45.83	(45.83)	50.00
Miscellaneous	108.00	2,291.65	(2,183.65)	2,500.00
Property Taxes	2,029.52	1,375.00	654.52	1,500.00
Web Site Maintenance	1,189.99	1,145.83	44.16	1,250.00
Dues, Licenses, and Fees	175.00	160.42	14.58	175.00
Total General & Administrative Expenses	\$ 109,014.73	\$ 101,956.23	\$ 7,058.50	\$ 111,225.00

Greenway Improvement District

Budget to Actual

For the Month Ending 08/31/2018

	YTD Actual	YTD Budget	YTD Variance	FY 2018 Adopted Budget
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ 4,778.97	\$ 4,583.33	\$ 195.64	\$ 5,000.00
Entry Lighting	-	2,291.67	(2,291.67)	2,500.00
Water-Sewer Combination Services				
Water Reclaimed	15,912.33	13,750.00	2,162.33	15,000.00
Stormwater Control				
Mitigation Area	-	916.67	(916.67)	1,000.00
Aquatic Contract	-	1,375.00	(1,375.00)	1,500.00
Lake/Pond Repair Reserve	-	2,291.67	(2,291.67)	2,500.00
Other Physical Environment				
Equipment Rental	-	1,031.25	(1,031.25)	1,125.00
General Insurance	2,525.00	2,750.00	(225.00)	3,000.00
Property & Casualty	-	0.01	(0.01)	0.01
Other Insurance	-	687.50	(687.50)	750.00
Irrigation	30,244.16	13,750.00	16,494.16	15,000.00
Landscaping Maintenance & Material	248,164.62	275,000.00	(26,835.38)	300,000.00
Tree Trimming	-	7,791.67	(7,791.67)	8,500.00
Flower & Plant Replacement	75,599.32	9,166.67	66,432.65	10,000.00
Contingency	4,052.65	30,497.95	(26,445.30)	33,270.49
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	2,404.80	3,498.00	(1,093.20)	3,816.00
IME - Irrigation	2,183.40	33,000.00	(30,816.60)	36,000.00
IME - Landscaping	82,000.37	80,898.84	1,101.53	88,253.28
IME - Lighting	2,442.46	2,475.00	(32.54)	2,700.00
IME - Miscellaneous	1,260.00	825.00	435.00	900.00
IME - Water Reclaimed	1,211.19	3,300.00	(2,088.81)	3,600.00
Road & Street Facilities				
Entry and Wall Maintenance	-	4,583.33	(4,583.33)	5,000.00
Hardscape Maintenance	5,090.00	5,729.17	(639.17)	6,250.00
Streetlights	67,318.52	55,000.00	12,318.52	60,000.00
Accent Lighting	-	1,833.33	(1,833.33)	2,000.00
Parks & Recreation				
Personnel Leasing Agreement	-	605.00	(605.00)	660.00
Reserves				
Infrastructure Capital Reserve	22,200.00	20,350.00	1,850.00	22,200.00
Interchange Maintenance Reserve	3,146.67	2,884.45	262.22	3,146.67
Total Field Operations Expenses	\$ 570,534.46	\$ 580,865.51	\$ (10,331.05)	\$ 633,671.45
Total Expenses	\$ 679,549.19	\$ 682,821.74	\$ (3,272.55)	\$ 744,896.45
Income (Loss) from Operations	\$ 69,190.36	\$ (458.33)	\$ 69,648.69	\$ (500.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 2,619.21	\$ 458.33	\$ 2,160.88	\$ 500.00
Total Other Income (Expense)	\$ 2,619.21	\$ 458.33	\$ 2,160.88	\$ 500.00
Net Income (Loss)	\$ 71,809.57	\$ -	\$ 71,809.57	\$ -

Greenway Improvement District
Budget to Actual
For the Month Ending 08/31/2018

	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	YTD Actual
Revenues												
On-Roll Assessments	\$ -	\$ 14,017.81	\$ 182,385.08	\$ 15,245.04	\$ 92,864.56	\$ 40,489.21	\$ 23,204.35	\$ 19,695.51	\$ 370.95	\$ 3,790.07	\$ -	\$ 392,062.58
Off-Roll Assessments		178,338.49	-	-	-	-	-	178,338.48	-	-	-	356,676.97
Net Revenues	\$ -	\$ 192,356.30	\$ 182,385.08	\$ 15,245.04	\$ 92,864.56	\$ 40,489.21	\$ 23,204.35	\$ 198,033.99	\$ 370.95	\$ 3,790.07	\$ -	\$ 748,739.55
General & Administrative Expenses												
Legislative												
Supervisor Fees	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 800.00	\$ -	\$ 400.00	\$ 400.00	\$ 400.00	\$ -	\$ 600.00	\$ 4,200.00
Financial & Administrative												
Public Officials' Liability Insurance	2,244.00	-	-	-	-	-	-	-	-	-	-	2,244.00
Trustee Fees	2,199.90	-	-	-	-	-	-	-	1,571.35	-	-	3,771.25
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	3,333.33	3,333.33	3,333.33	36,666.63
Engineering	-	600.00	200.00	300.00	825.00	365.00	200.00	450.00	450.00	112.50	1,318.50	4,821.00
Engineering (Public Facilities Report)	-	-	5,700.00	-	-	-	-	-	-	-	-	5,700.00
Dissemination Agent	-	-	-	-	-	-	-	-	5,000.00	-	-	5,000.00
Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-
District Counsel	-	-	2,227.13	1,322.50	1,877.80	5,026.36	-	1,811.36	3,849.65	-	3,072.15	19,186.95
Assessment Administration	7,500.00	-	-	-	-	-	-	-	-	-	-	7,500.00
Audit	-	-	-	-	-	-	-	-	-	-	4,395.00	4,395.00
Travel and Per Diem	-	13.41	13.41	17.69	27.19	17.99	8.72	33.30	17.99	17.99	9.31	177.00
Telephone	-	-	12.24	-	97.65	8.92	21.11	-	27.07	-	-	20.46
Postage & Shipping	-	20.69	22.61	13.72	17.85	31.70	51.03	29.11	10.64	7.21	527.36	731.92
Copies	-	108.00	124.50	120.00	141.00	93.00	-	169.12	216.00	-	225.00	1,196.62
Legal Advertising	248.75	196.25	196.25	196.25	-	400.00	200.00	188.75	370.00	-	7,738.15	9,734.40
Bank Fees	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-	108.00	108.00
Property Taxes	1,672.00	357.52	-	-	-	-	-	-	-	-	-	2,029.52
Website Maintenance	120.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	124.99	1,189.99
Dues, Licenses, and Fees	175.00	-	-	-	-	-	-	-	-	-	-	175.00
Total General & Administrative Expenses	\$ 17,892.98	\$ 5,134.20	\$ 12,334.47	\$ 5,808.49	\$ 7,224.82	\$ 9,381.30	\$ 4,319.19	\$ 6,519.97	\$ 15,351.03	\$ 3,576.03	\$ 21,472.25	\$ 109,014.73
Field Operations												
Electric Utility Services												
Electric	\$ -	\$ 443.35	\$ 837.90	\$ 464.93	\$ -	\$ 899.89	\$ 519.14	\$ -	\$ 533.69	\$ 549.44	\$ 530.63	\$ 4,778.97
Entry Lighting	-	-	-	-	-	-	-	-	-	-	-	-
Water-Sewer Combination Services												
Water Reclaimed	-	1,270.97	3,697.16	2,045.58	-	877.74	2,358.12	-	2,141.05	1,897.22	1,624.49	15,912.33
Stormwater Control												
Mitigation Area	-	-	-	-	-	-	-	-	-	-	-	-
Aquatic Contract	-	-	-	-	-	-	-	-	-	-	-	-
Lake/Pond Repair Reserve	-	-	-	-	-	-	-	-	-	-	-	-
Other Physical Environment												
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-
General Insurance	2,525.00	-	-	-	-	-	-	-	-	-	-	2,525.00
Property & Casualty Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Other Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation	-	-	1,575.75	6,308.75	2,611.50	5,626.00	4,533.50	1,357.50	3,241.25	598.50	4,391.41	30,244.16
Landscaping Maintenance & Material	-	38,310.84	19,155.42	19,155.42	19,155.42	41,920.42	19,155.42	33,845.42	19,155.42	19,155.42	19,155.42	248,164.62
Tree Trimming	-	-	-	-	-	-	-	-	-	-	-	-
Flower & Plant Replacement	-	-	-	42,491.32	-	15,185.00	10,967.00	-	1,862.00	820.00	4,274.00	75,599.32
Contingency	-	-	225.00	-	-	880.00	1,783.00	1,164.65	-	-	-	4,052.65

Greenway Improvement District
Budget to Actual
For the Month Ending 08/31/2018

	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	YTD Actual
Interchange Maintenance Expenses												
IME - Aquatics Maintenance	300.60	300.60	300.60	300.60	300.60	300.60	300.60	300.60	-	-	-	2,404.80
IME - Irrigation	-	1,832.13	-	-	-	-	-	-	150.57	102.60	98.10	2,183.40
IME - Landscaping	7,354.44	7,354.44	7,354.44	7,354.44	-	14,708.88	7,354.44	8,369.28	7,095.60	282.89	14,771.52	82,000.37
IME - Lighting	-	-	347.13	66.47	71.70	653.74	266.04	145.95	188.64	129.62	573.17	2,442.46
IME - Miscellaneous	-	-	-	-	-	-	-	-	-	-	1,260.00	1,260.00
IME - Water Reclaimed	-	-	5.71	75.76	76.76	351.98	-	334.84	-	279.95	86.19	1,211.19
Road & Street Facilities												
Entry and Wall Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Hardscape Maintenance	-	-	-	-	-	-	-	-	5,090.00	-	-	5,090.00
Streetlights	-	6,027.67	12,275.27	7,444.93	81.25	13,371.14	6,769.29	809.25	7,287.36	6,580.40	6,671.96	67,318.52
Accent Lighting	-	-	-	-	-	-	-	-	-	-	-	-
Parks & Recreation												
Personnel Leasing Agreement	-	-	-	-	-	-	-	-	-	-	-	-
Reserves												
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-	-	22,200.00	22,200.00
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-	-	3,146.67	3,146.67
Total Field Operations Expenses	\$ 10,180.04	\$ 55,540.00	\$ 45,774.38	\$ 85,708.20	\$ 22,297.23	\$ 94,775.39	\$ 54,006.55	\$ 46,327.49	\$ 46,745.58	\$ 30,396.04	\$ 78,783.56	\$ 570,534.46
Total Expenses	\$ 28,073.02	\$ 60,674.20	\$ 58,108.85	\$ 91,516.69	\$ 29,522.05	\$ 104,156.69	\$ 58,325.74	\$ 52,847.46	\$ 62,096.61	\$ 33,972.07	\$ 100,255.81	\$ 679,549.19
Income (Loss) from Operations	\$ (28,073.02)	\$ 131,682.10	\$ 124,276.23	\$ (76,271.65)	\$ 63,342.51	\$ (63,667.48)	\$ (35,121.39)	\$ 145,186.53	\$ (61,725.66)	\$ (30,182.00)	\$ (100,255.81)	\$ 69,190.36
Other Income (Expense)												
Interest Income	\$ 9.35	\$ 8.48	\$ 153.31	\$ 15.73	\$ 10.73	\$ 2,098.40	\$ 12.66	\$ 12.31	\$ 220.09	\$ 14.76	\$ 63.39	\$ 2,619.21
Total Other Income (Expense)	\$ 9.35	\$ 8.48	\$ 153.31	\$ 15.73	\$ 10.73	\$ 2,098.40	\$ 12.66	\$ 12.31	\$ 220.09	\$ 14.76	\$ 63.39	\$ 2,619.21
Net Income (Loss)	\$ (28,063.67)	\$ 131,690.58	\$ 124,429.54	\$ (76,255.92)	\$ 63,353.24	\$ (61,569.08)	\$ (35,108.73)	\$ 145,198.84	\$ (61,505.57)	\$ (30,167.24)	\$ (100,192.42)	\$ 71,809.57

**Greenway Improvement District
Construction Tracking - early September**

	Amount
Series 2013 Bond Issue	
Original Construction Fund	\$ 48,700,000.00
Additions (Interest, Transfers from DSR, etc.)	549,741.26
Cumulative Draws Through Prior Month	(45,987,866.41)
	=====
Construction Funds Available	\$ 3,261,874.85
 Requisitions This Month	
Requisition #584: Dewitt Excavation	\$ (179,732.63)
Requisition #585: Hopping Green & Sams	(1,057.50)
Requisition #586: Jr. Davis Construction	(247,660.28)
	=====
Total Requisitions This Month	\$ (428,450.41)
	=====
Construction Funds Remaining	\$ 2,833,424.44
 Current Committed Funding	
Lake Nona South - Traffic Control Devices	\$ (54,546.10)
Nemours Parkway Phase 4 - Yellowstone Landscape	(127,619.13)
Nemours Parkway Phase 6 - Jr. Davis	(324,221.74)
Lake Nona Hartwell Court Extension - DeWitt Excavation	(520,159.29)
	=====
Total Current Committed Funding	\$ (1,026,546.26)
 Upcoming Committed Funding	
Lake Nona Kellogg Avenue Extension – DeWitt Excavation	\$ (1,058,537.03)
Lake Nona Nemours Parkway Phase 7 - Coming Up Soon	-
	=====
Total Upcoming Committed Funding	\$ (1,058,537.03)
 Total Committed Funding	 \$ (2,085,083.29)
Net Uncommitted	748,341.15