

Greeneway Improvement District

12051 Corporate Boulevard Orlando, FL 32817; 407-723-5900

www.greenewayid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Greeneway Improvement District ("District"), scheduled to be held at **3:00 p.m. on Tuesday, April 16, 2019 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
- **Discussion Related to Board Vacancy for Seat 4**
 - 1. Swearing in Newly Elected Board Member**
 - 2. Consideration of the Minutes of the March 19, 2019 Board of Supervisors' Meeting**

Business Matters

- 3. Consideration of Master Lighting Installation, Upgrade and Service Agreement - Pixon**
- 4. Ratification of Master Lighting and Service Agreement – Nemours Parkway Phase 7**
- 5. Discussion of Fiscal Year 2020 Budget (*provided under separate cover*)**
- 6. Ratification of Requisition Nos. 645 – 650 & 2018-003 – 2018-005 Approved in March 2019 in an amount totaling \$454,376.55**
- 7. Ratification of Operation and Maintenance Expenditures Paid in March 2019 in an amount totaling \$56,822.21**
- 8. Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
- 9. 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

Oath of Office

**GREENWAY IMPROVEMENT DISTRICT
BOARD OF SUPERVISORS**

OATH OF OFFICE

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF GREENWAY IMPROVEMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing oath was administered before me this ____ day of _____, 2019, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Greenway Improvement District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

GREENEWAY IMPROVEMENT DISTRICT

**Minutes of the March 19, 2019
Board of Supervisors' Meeting**

GREENWAY 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 Tuesday, March 19, 2019 at 3:03 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827. Members listed below constituted a quorum.

Richard Levey
Chad Tinetti
Amanda Kost

Chair
Vice-Chair
Assistant Secretary

Also attending:

Jennifer Walden
Lynne Mullins
Jeff Newton
Larry Kaufmann
Troy Davidson
Scott Thacker
Tucker Mackie

PFM
PFM
Donald W. McIntosh Associates
Construction Supervisor
Construction Committee
Construction Committee
Hopping Green & Sams (via phone)

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey announced that there were no public comments at this time.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the February 19, 2019 Board of Supervisors' Meeting

Board Members reviewed the minutes from the February 19, 2019 Board of Supervisors' Meeting.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the minutes of the February 19, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consideration of RFP for District Landscaping & Common Area Maintenance

Ms. Walden explained that the Construction Committee meeting was on Thursday and they went over these items. The two items that they went over are the ad for the RFP and the evaluation criteria. District staff is recommending a mandatory pre-proposal conference and it will be held at the Lake Nona Lakehouse on

either April 3, 2019 or April 10, 2019. Ms. Walden recommended April 10, 2019. If the Contractors do not attend the mandatory meeting they cannot bid on the project.

Ms. Walden stated that the Construction Committee reviewed the evaluation criteria and this is their recommendation to the Board.

Dr. Levey stated that none of the criteria are subjective, they are all objective performance criteria that are weighted by individual Board Members or Committee Members. Mr. Walden added that the bidder with the lowest price would get the full 30 points and the remaining bidders are awarded points based on their pricing relative to the low bid.

Ms. Kost asked if the score for understanding scope of work would be decreased when the District has previously dealt with a contractor who issued multiple change orders because they do not understand what project and they continue to add on work. Mr. Kaufmann stated yes.

Ms. Mackie stated that when the District went through this process three years ago for Greenway they bid out separate sections and allowed contractors to select which section they would like to bid on, or they could have bid on the whole project. Mr. Thacker's recommendation was still divide the work into sections but that the District make it a requirement that each proposer bid on every section and the whole. The evaluation criteria is different and District staff is also requiring a performance bond but instead of an amount of \$250,000.00, District staff is requiring that it be 25% of the contract amount. Mr. Newton stated that it is 25% of the first year's amount. Ms. Mackie stated that District staff will ask for three years of pricing with the two additional years to be optional renewal to the District.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Request for Proposals for District Landscaping & Common Area Maintenance and the Evaluation Criteria as presented.

FIFTH ORDER OF BUSINESS

Consideration of Master Lighting and Service Agreement -Nemours Parkway Phase 7

Mr. Kaufmann presented the agreement for Greenway District portion of Nemours Parkway Phase 7, from Barish Avenue east. It is a standard form agreement. The list of materials that is included with this did not accommodate the different color poles that Tavistock wants. The fixture count and pole count are correct, OUC stated that there is no difference in cost based on pole color. Mr. Kaufmann is requesting approval from the Board subject to him inserting the correct bill of materials to go with this proposal.

Mr. Tinetti asked if there are other options besides OUC or is OUC the exclusive option. Mr. Kaufmann responded that OUC is the only option.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Master Lighting and Service Agreement- Nemours Parkway Phase 7 and authorized the Construction Supervisor to confirm the fixture color with the Developer and attach the correct specs.

SIXTH ORDER OF BUSINESS

Consideration of Amendment No. One (1) to Service Agreement for Lighting Service between OUC and Greenway Improvement District -Landon House

Mr. Kaufmann explained that the original streetlights that were installed in front of Landon House were of a different color than is desired by the Developer. This agreement changes the pole colors for 6 poles and fixtures in front of Landon House.

Mr. Tinetti asked if these are light poles that have not been installed. Mr. Kaufmann replied that they are existing poles with the wrong color. Dr. Levey asked if they are changing out the poles. Mr. Kaufmann responded that they are swapping the poles out. Dr. Levey asked if there is a cost for swapping them out. Mr. Kaufmann answered that there is labor cost to swap them out and it is allocated over the life of the lease and about \$0.02 per month.

Mr. Tinetti stated that the sheet shows a cost of \$215.00 and asked if that is the additional cost or the total cost. Mr. Kaufmann stated that is the total cost. Ms. Kost asked the difference between the colors. Mr. Kaufmann stated that bronze is the existing color and the Developer wants to go to black.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Amendment No. One (1) to Service Agreement for Lighting Service between OUC and Greenway Improvement District- Landon House.

SEVENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 620 – 644 & 2018-001 – 2018-002 Approved in February 2019 in an amount totaling \$2,307,394.40

Board Members reviewed Requisition Nos. 620 – 644 & 2018-001 – 2018-002 approved in February 2019 in an amount totaling \$2,307,394.40.

Dr. Levey noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Requisition Nos. 620 – 644 & 2018-001 – 2018-002 approved in February 2019 in an amount totaling \$2,307,394.40.

EIGHTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in February 2019 in an amount totaling \$56,966.28

Board Members reviewed the Operation and Maintenance Expenditures paid in February 2019 in an amount totaling \$56,966.28.

Ms. Walden noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Mr. Kost, second by Ms. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified the Operation and Maintenance Expenditures paid in February 2019 in an amount totaling \$56,996.28.

NINTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann stated that he has seven work authorizations. A work authorization from Donald W. McIntosh related to Nemours Parkway Phase 7 for revisions to the streetlight conduit and power plans required by OUC in the amount of \$3,525.00.

Mr. Kaufmann presented a work authorization from Donald W. McIntosh Associates, Inc. related to Nemours Parkway Phase 6 - Monument Survey Work for Topo, Sketch of Description and Surveys for second monument in the amount of \$3,900.00.

Mr. Kaufmann presented a work authorization from Central Florida Locating, Inc. related to Nemours Parkway Phase 6 - Monument for Underground Utility Locates for the second monument location in the amount of \$1,942.50.

Mr. Kaufmann presented a work authorization from DIX-HITE related to Nemours Parkway Phase 5 & 6 for ASR# 9 – Design changes for additional monument for north side of R/W in the amount of \$1,800.00.

Mr. Kaufmann presented a work authorization from DIX-HITE related to Nemours Parkway Phase 7 for ASR# 4 – Design Changes to landscape / irrigation plans for revised streetlight plan in the amount of \$2,500.00.

Mr. Kaufmann presented a work authorization from Devo Engineering related to Nemours Parkway Phase 6 – Eroded Soil at RCP for investigation and report to determine cause of erosion in area at end of 36" pipes under parkway and recommendations for action to correct in the amount of \$7,440.00.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the work authorizations from Donald W. McIntosh related to Nemours Parkway Phase 7 for revisions to the streetlight conduit and power plans required by OUC in the amount of \$3,525.00, Donald W. McIntosh Associates, Inc. related to Nemours Parkway Phase 6 - Monument Survey Work for Topo, Sketch of Description and Surveys for second monument in the amount of \$3,900.00, Central Florida Locating, Inc. related to Nemours Parkway Phase 6 - Monument for Underground Utility Locates for the second monument location in the amount of \$1,942.50, DIX-HITE related to Nemours Parkway Phase 5 & 6 for ASR# 9 – Design changes for additional monument for north side of RW in the amount of \$1,800.00, DIX-HITE related to Nemours Parkway Phase 7 for ASR# 4 – Design Changes to landscape / irrigation plans for revised streetlight plan in the amount of \$2,500.00 and Devo Engineering related to Nemours Parkway Phase 6 – Eroded Soil at RCP for investigation and report to determine cause of erosion in area at end of 36" pipes under parkway and recommendations for action to correct in the amount of \$7,440.00 from the Construction Supervisor.

TENTH ORDER OF BUSINESS

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

Ms. Walden explained that the District has total expenses of \$290,000.00 vs. a budget of \$342,000.00. The District is currently running under budget through February. Board Members reviewed the District's statement of financial position. There was no action required.

ELEVENTH ORDER OF BUSINESS

Staff Reports

District Counsel –

No Report

District Manager –

Ms. Walden noted that the next meeting is Tuesday April 16, 2019. The Board can start looking at the budget and some of the budget items. The Board is not scheduled to approve the proposed budget until the May meeting. Dr. Levey requested that District staff bring a draft budget to the April meeting.

District Engineer –

Mr. Newton circulated the Construction Contract Status Memorandum (Minutes Exhibit A). The Board already discussed the Nemours Parkway Phase 6 culvert erosion issue when considering the Devo Engineering work authorization..

Mr. Newton stated that construction of Nemours Parkway Phase 7 is ongoing and they were planning on starting asphalt yesterday but the weather delayed it.

Mr. Newton stated that he is still working on closeout for Kellogg and Centerline Drive and presented Change Order #10 in the additive amount of \$750.00 for replacement of two street name blade signs. He noted that the name of the road changed, which requires that the signs be changed to read Centerline Drive rather than Hartwell Court.

Mr. Newton requested that the Board approve Change Order No. 10 to DeWitt Excavation in the amount of \$750.00.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Change order No. 10 in the amount of \$750.00 to DeWitt for changing street sign names, as proposed in the Construction Contract Status Memorandum date March 19, 2019.

Construction Supervisor – No Report

TWELFTH ORDER OF BUSINESS

Supervisor and Audience Comments & Adjournment

There were no Supervisor requests or audience comments. Dr. Levey requested a motion to adjourn.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the March 19, 2019 Meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair



**DONALD W. MCINTOSH
ASSOCIATES, INC.**

MEMORANDUM

EXHIBIT A

DATE: March 19, 2019

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

LAND PLANNERS

SURVEYORS

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

Construction Status: Final as-built surveys have been received from the Contractor and the final project certification was submitted to the City of Orlando on December 12, 2018. Review comments from the City Surveyor were received by DWMA on January 11, 2019, and forwarded to the Contractor for review and correction.

Soil has washed out on the west end of the drain culvert at Nemours Parkway west of the high school. A geotechnical investigation has been recommended to help determine the root cause.

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

Recommended Motion: None at this time.

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

Construction Status: Installation of underground storm and sanitary sewer systems and pressure utilities (i.e., potable and reclaimed water systems) have been completed and pressure testing is in process. Contractor completed installation of curb and gutter and lime rock base in the eastern portion of the project (±Sta. 32+00 to Sta. 43.50) with the City inspector's review and approval. Application of prime coat is ongoing, and the first lift of asphalt was scheduled to be placed on March 18, 2019. City lift station generator fuel tank comments were received on March 13, 2019, and forwarded to the Contractor to revise and resubmit. District Staff has coordinated with the Developer regarding a proposed change in lighting fixtures and the plans have been updated accordingly.

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

Recommended Motion: None at this time.

2200 Park Ave. North

Winter Park, FL

32789-2365

Fax 407-644-8318

407-644-4068

F:\Proj2003\23216\ENGAdmin\0\ec1275.docx

<http://www.dwma.com>



Memorandum

Re: Greenway Improvement District

Construction Contract Status

March 19, 2019

Page 2

Lake Nona Kellogg Avenue Extension – DeWitt Excavation

Construction Status: DWMA is coordinating with the Contractor on a street sign change from Hartwell to Centerline as well as final as-built surveys and related documents needed for project close-out.

Change Order (C.O.) Status: Change Order No. 10 in the additive amount of \$750.00 for changing the street sign name.

Recommended Motion: Approve Change Order No. 10 in the additive amount of \$750.00.

Should there be any questions, please advise.

Thank you.

End of memorandum.

c: Larry Kaufmann
Scott Thacker
Troy Davidson
Rene Schneider
Lance Jackson
James C. Nugent
Tarek Fahmy

**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			
<u>1</u>	7/10/2018	8" Directional Bore	0	\$ 10,874.88	Approved	\$ 2,081,462.48	7/17/2018	7/17/2018	
<u>2</u>	6/20/2018	Culvert Rail Installation	0	\$ 13,464.00	Approved	\$ 2,094,926.48	7/17/2018	7/17/2018	
<u>3</u>	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
						\$6,312,276.78			
<u>1</u>	2/8/2019	Contract adjustment for revision to include scope of work for addendums/plans issued after bid date.		\$ 161,445.97	Approved	\$ 6,473,722.75	2/19/2019	2/19/2019	

**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
						\$1,797,324.58			
<u>1</u>	7/12/2018	Developer Portion - Stabilize Construction Access Road and Import Fill	0	\$230,500.00	Approved	\$2,027,824.56	7/17/2018	7/17/2018	
<u>2</u>	8/1/2018	Add days to contract due to weather	8	\$0.00	Approved	\$2,027,824.58	8/23/2018	8/23/2018	
<u>3</u>	9/14/2018	OUC Access Revision - electric and street lighting layout configuration - Kellogg Avenue Extension	0	-\$2,146.88	Approved	\$2,025,677.70	9/18/2018	9/18/2018	
4	9/14/2018	OUC Access Revision - electric and street lighting layout configuration - Hartwell Court Extension	0	\$65,127.18	Approved	\$2,090,804.88	9/18/2018	9/18/2018	
5	10/15/2018	Change of Oak Trees to Acer Rubrum	0	-\$500.00	Approved	\$2,090,304.88	10/16/2018	10/16/2018	
6	10/16/2018	Addition of compost to plant area for Canopy Trees only	0	\$1,691.88	Approved	\$2,091,996.76	11/19/2018	11/19/2018	
7	2/4/2019	Credit for dirt not imported	0	\$124,608.00	Approved	\$1,967,388.76	2/19/2019	2/19/2019	
8	1/7/2019	Core and connection for SM07 - Soccer Field; Water Service Connection for Soccer Field and Water park	0	\$19,077.25	Approved	\$1,986,466.01	2/19/2019	2/19/2019	
9	2/6/2019	Stop sign and thermopaint	0	\$1,956.00	Approved	\$1,988,422.01	2/19/2019	2/19/2019	
10	2/19/2019	Change of street sign	0	\$750.00	Pending	\$1,989,172.01	3/19/2019		

Greenway Improvement District
CONTRACT CHANGE ORDER

Change Order No. 10

Project: Lake Nona Kellogg Avenue Extension

Date 3/12/2019

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: DeWitt Excavation, LLC

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT / (-) +
1	Change street sign	ADD	\$750.00

Net Change Order Amount \$750.00

Contract Amount Prior to Change Order \$ 1,988,422.01

Revised Contract Amount \$ 1,989,172.01

COMMENTS:

See detailed backu p provided by DeWitt Excavation attached.

Acceptable To:

Fenny & Emma Controller Date: 3/18/19
DeWitt Excavation, LLC

Approved By:

Greenway Improvement District Date: _____

c: Jeffrey J. Newton, PE
Tarek Fatmy



Proposal For: **Kellogg Ave**
Plans Dated:
Date Prepared: 2/14/2019
COR # 4

14463 W. Colonial Drive • Winter Garden, FL 34787 • (o) 407-656-1799 • (f) 407-656-0552

Change of the street sign

Change of the 2 blades on Hartwell to Centerline	2 EA	\$375.00	\$750.00
Drawings state Hartwell for all signs.			
See attached drawing.			

TOTAL			\$750.00
--------------	--	--	-----------------



Centerline Dr

REV-1
[Show Full Size](#)

18 Feb 21:56

Comments (0)

[Approve](#) [Send Comments](#)

Done

GREENEWAY IMPROVEMENT DISTRICT

**Master Lighting Installation, Upgrade
and Service Agreement -Pixon**



The Reliable One

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

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

This Master Lighting Installation, Upgrade and Service Agreement ("Agreement") is entered into this _____ 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 complement 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 complement 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

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

EXHIBIT 1 (Continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

PROPERTY / PREMISE LOCATION INFORMATION

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

BILLING INFORMATION

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

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

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

EXHIBIT 2

INITIAL LIGHTING PLAN

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

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

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

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

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

MONTHLY INSTALLMENT:

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

ADDITIONAL CHARGES:

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

Certificate of Completion

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance: _____; Fuel & Energy _____

Original Lighting System Poles & Fixtures and Installation Scope:

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

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

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

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature

Date

Authorized Customer Representative; Printed Name & Signature

Date

GREENEWAY IMPROVEMENT DISTRICT

**Master Lighting and Service Agreement –
Nemours Parkway Phase 7**



The Reliable One

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

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

This Master Lighting Installation, Upgrade and Service Agreement ("Agreement") is entered into this 19th day of MARCH, 2019 by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 ("OUC"), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established to Chapter 190, Florida Statutes, whose address is 8529 South Park Circle, Suite 330, Orlando, FL 32819 (the "Customer").

RECITALS

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

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

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

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

1. **RECITALS.**

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

2. **OUC DUTIES.**

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

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

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

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

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

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

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

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

3. CUSTOMER DUTIES.

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

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

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

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

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

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

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

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

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

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

4. TERMS OF PAYMENT.

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

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

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

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

5. MUTUAL AGREEMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

Name:

LARRY KAUFMANN

Name:

JEFFREY J. NEWTON

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

By:

Name: RICHARD LOVEY

Title:

Chair

Date:

3.19.19

STATE OF FLORIDA

COUNTY OF ORANGE

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



VICTORIA L. MULLINS
Notary Public

VICTORIA L. MULLINS
Printed Name Below Signature

MAY 06, 2022
My Commission Expires

Signed, sealed and delivered
in the presence of:

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 7
BCID and GID Portions
(ROAD PORTION – EXCLUDING LIFTSTATION)

DESCRIPTION:

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

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

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

AND

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

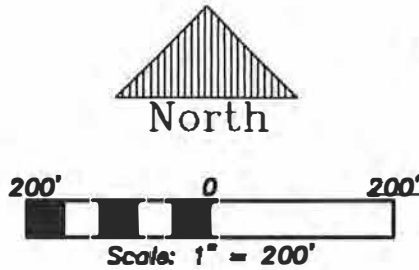
Commence at the Southeast Corner of Nemours Parkway, according to the plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence N11°23'49"W along the Easterly line of said plat of NEMOURS PARKWAY AT LAKE NONA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

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

SKETCH OF DESCRIPTION

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

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



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

(PROPOSED)
TRACT LS-1
NOT PLATTED

NOT PLATTED

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

(PROPOSED)
TRACT OS-1
NOT PLATTED

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N11°23'49"W	120.00'
L2	N72°10'27"E	84.01'
L3	N72°10'27"E	22.22'
L4	N13°52'07"W	2.00'
L5	N72°10'27"E	148.09'
L14	S72°10'27"W	448.49'
L15	N13°52'07"W	2.00'
L16	S72°10'27"W	53.78'
L17	N00°00'18"W	131.30'

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

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

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

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

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

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

MATCH LINE
(SEE SHEET 2)

POINT OF COMMENCEMENT

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

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2940.00'	8°25'44"	329.89'	329.72'	N75°23'19"E
C2	1537.45'	13°12'00"	354.20'	353.42'	N78°48'28"E
C13	774.00'	14°30'28"	195.99'	195.46'	S79°25'41"W

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

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

DATE BY DESCRIPTION

REVISIONS



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

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

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

Robert "Tyler" Sears October 04, 2018
Florida Registered Surveyor and Mapper
Certificate No. 6950
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

DRAWN BY: RJS
DATE: 10/2018

CHECKED BY: RJS
DATE: 10/2018

JOB NO.
16106

SCALE
1"=200'

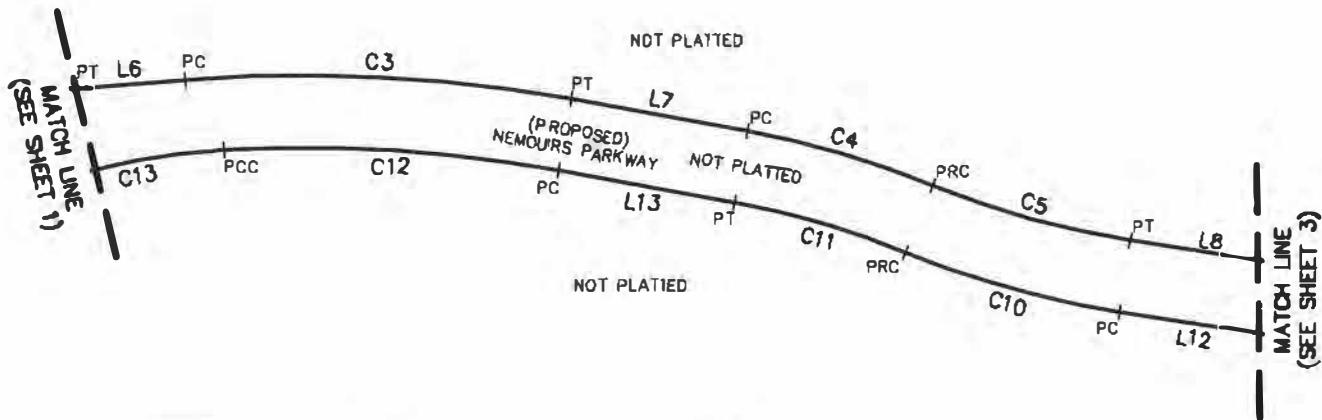
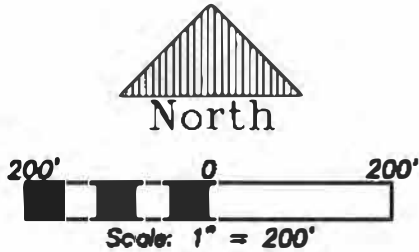
SHEET 1
OF 4

SKETCH OF DESCRIPTION

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

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

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L8	N85°22'28"E	121.00'
L7	S79°49'33"E	195.92'
L8	S81°32'57"E	343.58'
L12	N81°32'57"W	343.58'
L13	N79°49'33"W	195.92'



CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	1837.00'	14°48'01"	422.88'	421.88'	S87°13'33"E
C4	1037.00'	11°42'08"	211.80'	211.43'	S73°58'29"E
C5	983.00'	13°25'32"	225.85'	225.13'	S74°50'11"E
C10	1042.00'	13°25'32"	244.18'	243.80'	N74°50'11"W
C11	958.00'	11°42'08"	195.88'	195.32'	N73°58'29"W
C12	1558.00'	13°29'31"	388.88'	388.03'	N86°34'19"W
C13	774.00'	14°30'29"	195.99'	195.46'	S79°25'41"W

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



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

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

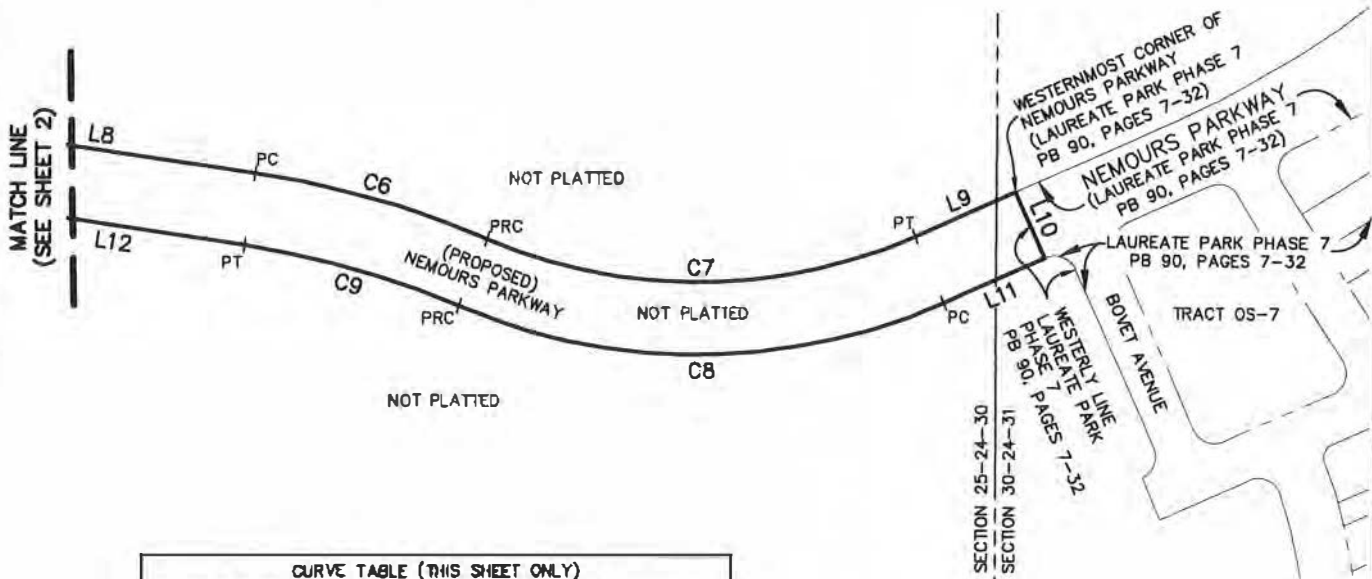
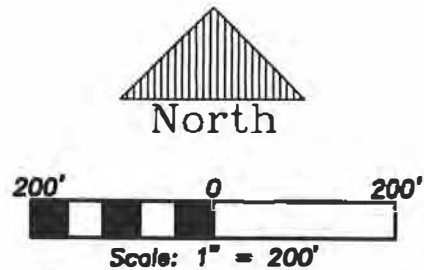
DRAWN BY: <u>RIS</u>	CHECKED BY: <u>RIS</u>	JOB NO. <u>15105</u>	SCALE <u>1"=200'</u>	SHEET <u>2</u>
DATE: <u>10/2018</u>	DATE: <u>10/2018</u>			OF <u>4</u>

SKETCH OF DESCRIPTION

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

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

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L8	S81°32'57"E	343.36'
L9	N86°02'10"E	121.31'
L10	S23°37'50"E	79.00'
L11	S66°02'10"W	121.31'
L12	N81°32'57"W	343.36'



CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C6	1037.00'	14°33'00"	283.34'	282.83'	S74°16'27"E
C7	588.00'	46°57'53"	461.98'	468.80'	N69°31'07"E
C8	687.00'	46°57'53"	546.73'	531.55'	S89°31'07"W
C9	958.00'	14°33'00"	243.28'	242.83'	N74°16'27"W

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

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



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. L868

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

SKETCH OF DESCRIPTION

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

DESCRIPTION:

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

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

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

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the Easterly line of NEMOURS PARKWAY AT LAKE NONA PHASE 1, (Plat Book 73, Pages 78 through 80), being N11°23'49"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID A12445), Northing 1477081.39, Easting 575759.46, and "GIS0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- No facilities associated with this Sketch of Description have been field located by Donald W. McIntosh Associates, Inc.

LEGEND

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

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

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



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

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

DRAWN BY: <u>RTS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>16106</u>	SCALE <u>N/A</u>	SHEET <u>4</u>
DATE: <u>10/2018</u>	DATE: <u>10/2018</u>			OF <u>4</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: Nemours Parkway Phase 7
Premise Address: Nemours Parkway
City, State, Zip: Orlando, FL
Premise Number: _____

BILLING INFORMATION

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

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

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

EXHIBIT 2

INITIAL LIGHTING PLAN

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

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

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

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

MONTHLY INSTALLMENT:

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

ADDITIONAL CHARGES:

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

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

GREENEWAY IMPROVEMENT DISTRICT

Fiscal Year 2020 Budget
(provided under separate cover)

GREENEWAY IMPROVEMENT DISTRICT

Requisition Nos. 645 – 650 & 2018-003 – 2018-005 Approved in March 2019 in an amount totaling \$454,376.55

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 March 1, 2019 through March 31, 2019. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
645	Orlando Sentinel	\$74.17
646	Dix,Hite + Partners	\$290.00
647	Hopping Green & Sams	\$1,339.50
648	Ferguson	\$3,585.90
649	Greeneway Improvement District	\$1,092.60
650	Orlando Sentinel	\$74.17
2018-003	Donald W. McIntosh Associates	\$22,075.22
2018-004	Jr. Davis Construction	\$387,095.19
2018-005	Donald W. McIntosh Associates	\$38,749.80
		\$454,376.55

**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:** 645
- (B) **Name of Payee:** Orlando Sentinel
- (C) **Amount Payable:** \$74.17
- (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 OSC4225334 (Ad #6097993) for Legal Advertising Through 02/10/2019, split 3 ways - \$74.17
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013 Project and in accordance with the terms of the Acquisition Agreement.

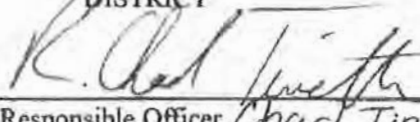
RECEIVED MAR 28 2019

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.

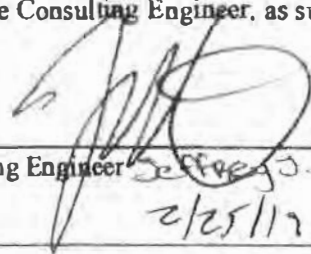
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinetti

Date: 3/28/2019

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: 2/25/19

RECEIVED MAR 28 2019

**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:** 646
- (B) **Name of Payee:** Dix.Hite + Partners
- (C) **Amount Payable:** \$290.00
- (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. Invoice 1902061 for Project 21646.4 (Nemours Pkwy Phase 7) Through 02/15/2019 – \$290.00
- (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:

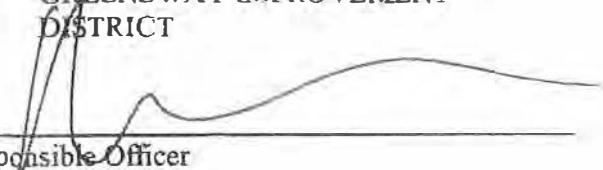
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013 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.

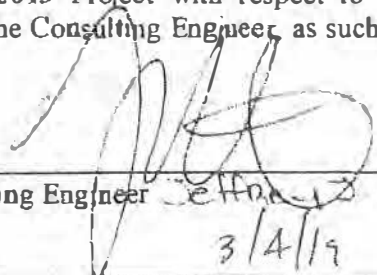
GREENWAY IMPROVEMENT
DISTRICT


Responsible Officer

Date: 03-02-19

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: 3/4/19

**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:** 647
- (B) **Name of Payee:** Hopping Green & Sams
- (C) **Amount Payable:** \$1,339.50
- (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 105605 for Project Construction through 01/31/2019 – **\$1,339.50**
- (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;

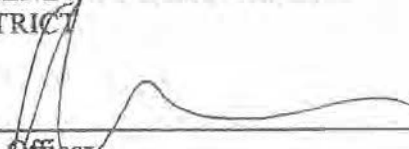
RECEIVED MAR 11 2019

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.

GREENWAY IMPROVEMENT
DISTRICT



Responsible Officer

Date: 03-07-19

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

Date: 3/4/19

RECEIVED MAR 08 2019

**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:** 648
- (B) **Name of Payee:** Ferguson
- (C) **Amount Payable:** \$3,585.90
- (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. Invoices 1648621, 1654700-1, 1658622-1, CM103011, and CM102970 for Construction Materials for Nemours Ph 7 – \$3,585.90
- (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;

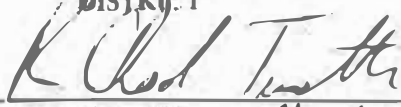
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will 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.

RECEIVED MAR 28 2019

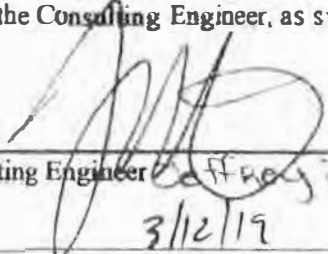
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinetti
Date: 3/28/2019

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: 3/12/19

RECEIVED MAR 28 2019

**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:** 649
- (B) **Name of Payee:** Greenway Improvement District
- (C) **Amount Payable:** \$1,092.60
- (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 7 Landscape Permit Fee Paid from O&M Funds to City of Orlando - \$1,092.60
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District;
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013 Project and in accordance with the terms of the Acquisition Agreement.

RECEIVED MAR 28 2019

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

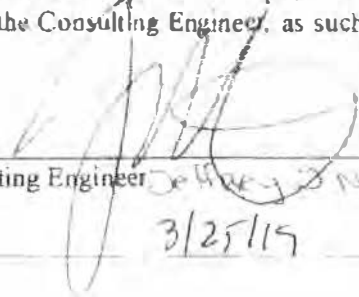

Responsible Officer

Chad Tinetti

Date: 3/25/2019

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

Date: 3/25/19

RECEIVED MAR 28 2019

**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:** 650
- (B) **Name of Payee:** Orlando Sentinel
- (C) **Amount Payable:** \$74.17
- (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 4870689000 for Reference OSC4870689 (Ad #6157586) for Legal Advertising Through 03/10/2019, split 3 ways - \$74.17
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account,
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013 Project and in accordance with the terms of the Acquisition Agreement.

RECEIVED MAR 28 2019

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.

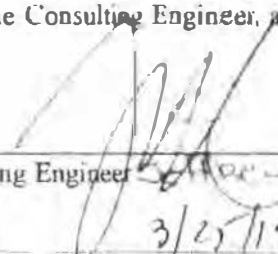
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinetti

Date: 3/28/2019

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 Anthony J. Newton P.E.

Date: 3/27/19

RECEIVED MAR 28 2019

GREENEWAY IMPROVEMENT DISTRICT
REQUISITION FOR PAYMENT AND
2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	February 22, 2019	REQUISITION NO:	003
PAYEE:	Donald W. McIntosh Associates	AMOUNT DUE:	\$22,075.22
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 36266 for Project 14052 (Nemours Parkway Phase 6 Design & Permit Segment Weller Blvd to Laureate Pk Ph 3B) Through 01/25/2019 - \$9,314.42• Invoice 36267 for Project 16018 (Nemours Parkway Phase 5 Design and Permitting) Through 01/25/2019 - \$591.25• Invoice 36269 for Project 17056 (Laureate Park South Active Park Area on Parcel 24d - Hartwell Court) Through 01/25/2019 - \$2,999.25• Invoice 36272 for Project 18129 (Nemours Parkway Phase 7 - Construction Phase Services - GID) Through 01/25/2019 - \$9,170.30		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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 monies 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.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT DISTRICT

BY:

CHAIRMAN or VICE CHAIRMAN

Chad Tinetti

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY:

DISTRICT ENGINEER

Jeffrey J. Newton, P.E.

RECEIVED MAR 28 2019

EXHIBIT A

GREENWAY IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	March 8, 2019	REQUISITION NO:	004
PAYEE:	Jr. Davis Construction Co., Inc.	AMOUNT DUE:	\$387,095.19
ADDRESS:	210 S. Hoagland Blvd. Kissimmee, FL 34741	FUND:	Acquisition/Construction
ITEM:	Invoice 125035 (Pay Application #5) for Project 1961 (Nemours Parkway Ph. 7) Through 02/25/2019		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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 monies 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.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

GREENWAY IMPROVEMENT DISTRICT

BY:

CHAIRMAN or VICE CHAIRMAN

Chad Tinetti

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY:

DISTRICT ENGINEER

Jeffrey J. Newton P.E.
3/12/19

RECEIVED MAR 28 2019

**GREENWAY IMPROVEMENT DISTRICT
REQUISITION FOR PAYMENT AND
2018 NO ITEM REQUISITION AND CONSTRUCTION ACCOUNT**

DATE:	March 22, 2019	REQUISITION NO:	005
PAYEE:	Donald W. McIntosh Associates	AMOUNT DUE:	\$38,749.80
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none"> • Invoice 36363 for Project 23216 (Lake Nona Greenway) Through 02/22/2019 – \$7,896.59 • Invoice 36369 for Project 14052 (Nemours Parkway Phase 6 Design & Permit Segment Weller Blvd to Laureate Pk Ph 3B) Through 02/22/2019 – \$2,701.48 • Invoice 36371 for Project 17056 (Laureate Park South Active Park Area on Parcel 24d – Hartwell Court) Through 02/22/2019 – \$6,139.40 • Invoice 36372 for Project 17141 (Centerline Drive Phase 2 (aka Hartwell Court)) Through 02/22/2019 – \$3,389.50 • Invoice 36376 for Project 18129 (Nemours Parkway Phase 7 – Construction Phase Services – GID) Through 02/22/2019 – \$18,622.83 		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

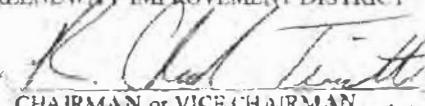
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will 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.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

GREENWAY IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN
Chad Linetti

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract, (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made, and, (iii) the report of the District Engineer.

BY:  3/25/19
DISTRICT ENGINEER

GREENEWAY IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid
in March 2019 in an amount totaling \$56,822.21**

GREENWAY 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 March 1, 2019 through March 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$56,822.21**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Greenway Improvement District
AP Check Register (Current by Bank)
 Check Dates: 3/1/2019 to 3/31/2019

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-01-0000-00-01
2705	03/05/19	P	HGS	Hopping Green & Sams	\$2,639.60
2706	03/05/19	P	MLM	Michael's Lighting & Electric	\$81.25
2707	03/05/19	P	ORLS	Orlando Sentinel	\$181.25
2708	03/05/19	P	VENTUR	VenturesIn.com, Inc.	\$105.00
2709	03/20/19	P	VALLEY	BrightView Landscape Services	\$6,601.50
2710	03/20/19	P	TRUSTE	US Bank as Trustee for Greenew	\$267,921.96
2711	03/26/19	P	AAIKIN	Amanda Aikins	\$200.00
2712	03/26/19	P	VALLEY	BrightView Landscape Services	\$22,902.25
2713	03/26/19	P	DONMC	Donald W. McIntosh Associates	\$598.00
2714	03/26/19	P	FISH	Fishkind & Associates, Inc.	\$172.05
2715	03/26/19	P	PFMGC	PFM Group Consulting	\$3,333.33
2716	03/26/19	P	RLEVEY	Richard Levey	\$200.00
BANK SUN REGISTER TOTAL:					\$304,936.19
GRAND TOTAL :					\$304,936.19

Debt Service

*13
P. 10
200*

[]

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

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #382

3/1/2019

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District February 2019 ICM Expenses	ICM2019-05	\$ 8,858.25
2	Hopping Green & Sams General Counsel Through 01/31/2019	105604	\$ 2,639.60
3	Michael's Lighting & Electric Night Lighting Check 02/27/2019	8554	\$ 81.25
4	Orlando Sentinel Legal Advertising on 02/19/2019	OSC4377446	\$ 181.25
5	VenturesIn.com March Application Hosting	44372	\$ 105.00
TOTAL			\$ 11,865.35



Secretary/Assistant Secretary

Chairperson



RECEIVED MAR 11 2019

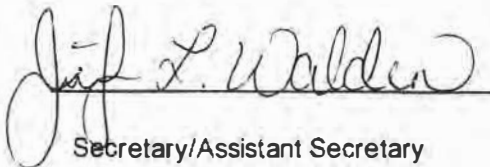
GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #383 - *R*

3/8/2019

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	February Landscape Maintenance	6187182	\$ 1,995.50
	Irrigation Repairs	6188350	\$ 988.50
	Controller #19 Repairs	6188351	\$ 226.00
	Controller #7A (Zone #12) Repairs	6188356	\$ 228.00
	St. Augustine Installation	6199320	\$ 1,707.00
	Controller #8 (Zones #5, 10, 12, 14, 18) Repairs	6207867	\$ 273.50
	Controller #27 (Zone #30) Repairs	6207868	\$ 639.00
	Controller #20 Repairs	6207869	\$ 544.00
	Wire in Conduit	6210950	\$ 10,718.57
2	OUC <i>pd online 3/20/19</i>		
	Acct: 8795843030 ; Service 02/01/2019 - 03/01/2019	-	\$ 10,949.73

TOTAL \$ ~~28,269.80~~
17,551.23


Secretary/Assistant Secretary

Chairperson


3/9/19

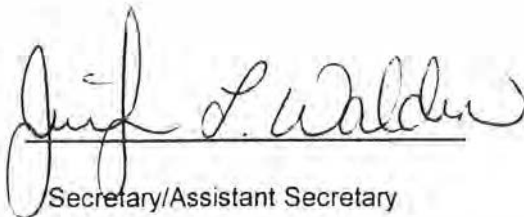
RECEIVED MAR 09 2019

GREENWAY IMPROVEMENT DISTRICT

Payment Authorization #384

3/22/2019

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	March Landscape Maintenance	6205584	\$ 20,651.25
	Roadway 6 Repairs	6229222	\$ 204.50
	Roadway 6 Repairs	6229224	\$ 507.00
	Irrigation Repairs	6229225	\$ 278.00
	Irrigation Repairs	6229226	\$ 599.50
	Irrigation Repairs at 13565 Gabor Avenue	6229227	\$ 70.50
	Irrigation Repairs	6231580	\$ 591.50
2	Donald W McIntosh Associates		
	Engineering Services Through 02/22/2019	36362	\$ 598.00
3	Fishkind & Associates		
	Reimbursables: March 2019	24353	\$ 172.05
4	PFM Group Consulting		
	DM Fee: March 2019	24447	\$ 3,333.33
5	Supervisor Fees - 03/19/2019 Meeting		
	Amanda Kost Aikins	--	\$ 200.00
	Richard Levey	--	\$ 200.00
TOTAL			\$ 27,405.63


Secretary/Assistant Secretary

Chairperson


3/23/19

RECEIVED MAR 23 2019

GREENEWAY IMPROVEMENT DISTRICT

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

GREENEWAY IMPROVEMENT DISTRICT

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

Greenway Improvement District

Statement of Activities

As of 3/31/2019

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$367,202.31				\$367,202.31
Off-Roll Assessments	309,738.93				309,738.93
Inter-Fund Transfers In	3,650.62				3,650.62
On-Roll Assessments		\$1,670,055.87			1,670,055.87
Other Assessments		862,351.51			862,351.51
Other Income & Other Financing Sources		70,119.31			70,119.31
Inter-Fund Group Transfers In		9,695.32			9,695.32
Debt Proceeds		38,260.87			38,260.87
Other Income & Other Financing Sources			\$806,372.16		806,372.16
Inter-Fund Transfers In			(13,345.94)		(13,345.94)
Debt Proceeds			310,000.00		310,000.00
Total Revenues	<u>\$680,591.86</u>	<u>\$2,650,482.88</u>	<u>\$1,103,026.22</u>	<u>\$0.00</u>	<u>\$4,434,100.96</u>
<u>Expenses</u>					
Supervisor Fees	\$2,200.00				\$2,200.00
Public Officials' Liability Insurance	2,244.00				2,244.00
Trustee Services	2,199.90				2,199.90
Management	19,999.98				19,999.98
Engineering	3,573.00				3,573.00
Dissemination Agent	1,250.00				1,250.00
Property Appraiser	1,672.00				1,672.00
District Counsel	8,397.25				8,397.25
Assessment Administration	7,500.00				7,500.00
Travel and Per Diem	76.90				76.90
Telephone	150.26				150.26
Postage & Shipping	111.29				111.29
Copies	744.00				744.00
Legal Advertising	1,381.25				1,381.25
Miscellaneous	32.70				32.70
Property Taxes	477.29				477.29
Web Site Maintenance	630.00				630.00
Dues, Licenses, and Fees	175.00				175.00

Greenway Improvement District

Statement of Activities

As of 3/31/2019

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
Electric	2,953.39				2,953.39
Water Reclaimed	18,965.79				18,965.79
General Insurance	2,525.00				2,525.00
Property & Casualty	5,987.00				5,987.00
Irrigation	17,061.21				17,061.21
Landscaping Maintenance & Material	105,948.00				105,948.00
Flower & Plant Replacement	51,983.50				51,983.50
Contingency	3,700.00				3,700.00
IME - Aquatics Maintenance	1,803.60				1,803.60
IME - Irrigation	938.50				938.50
IME - Landscaping	45,604.80				45,604.80
IME - Lighting	1,832.82				1,832.82
IME - Miscellaneous	1,526.76				1,526.76
IME - Water Reclaimed	472.46				472.46
Streetlights	37,483.02				37,483.02
Interest Payments		\$1,280,225.00			1,280,225.00
Trustee Services			\$7,000.00		7,000.00
Management			195,000.00		195,000.00
Engineering			130,645.22		130,645.22
District Counsel			46,008.00		46,008.00
Trustee Counsel			6,500.00		6,500.00
Bond Counsel			31,000.00		31,000.00
Legal Advertising			383.57		383.57
Contingency			3,381,297.27		3,381,297.27
Total Expenses	\$351,600.67	\$1,280,225.00	\$3,797,834.06	\$0.00	\$5,429,659.73
Other Revenues (Expenses) & Gains (Losses)					
Interest Income	\$4,735.65				\$4,735.65
Interest Income		\$5,156.19			5,156.19
Interest Income			\$2,247.76		2,247.76
Total Other Revenues (Expenses) & Gains (Losses)	\$4,735.65	\$5,156.19	\$2,247.76	\$0.00	\$12,139.60
Change In Net Assets	\$333,726.84	\$1,375,414.07	(\$2,692,560.08)	\$0.00	(\$983,419.17)
Net Assets At Beginning Of Year	\$37,061.13	\$3,973,346.10	\$1,805,897.00	\$0.00	\$5,816,304.23
Net Assets At End Of Year	\$370,787.97	\$5,348,760.17	(\$886,663.08)	\$0.00	\$4,832,885.06

Greenway Improvement District
Statement of Financial Position
As of 3/31/2019

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$358,137.79				\$358,137.79
State Board of Administration	1,478.35				1,478.35
Due From Other Funds	1,142.60				1,142.60
Deposits	1,100.00				1,100.00
Infrastructure Capital Reserve	9,778.42				9,778.42
Interchange Maintenance Reserve	12,620.97				12,620.97
Due From Other Funds		\$267,921.96			267,921.96
Debt Service Reserve (Series 2013)		3,551,196.88			3,551,196.88
Debt Service Reserve (Series 2018)		108,380.18			108,380.18
Revenue (Series 2013)		1,402,977.57			1,402,977.57
Interest (Series 2018)		14,982.43			14,982.43
Prepayment (Series 2013)		3,301.15			3,301.15
General Checking Account			\$7,071.94		7,071.94
Acquisition/Construction (Series 2013)			13,179.36		13,179.36
Acquisition/Construction (Series 2018)			5.90		5.90
Total Current Assets	<u>\$384,258.13</u>	<u>\$5,348,760.17</u>	<u>\$20,257.20</u>	<u>\$0.00</u>	<u>\$5,753,275.50</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$5,080,838.21	\$5,080,838.21
Amount To Be Provided				44,879,161.79	44,879,161.79
Total Investments	<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 Assets	<u><u>\$384,258.13</u></u>	<u><u>\$5,348,760.17</u></u>	<u><u>\$20,257.20</u></u>	<u><u>\$49,960,000.00</u></u>	<u><u>\$55,713,275.50</u></u>

Greeneway Improvement District
Statement of Financial Position
As of 3/31/2019

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$3,896.25				\$3,896.25
Due To Other Governmental Units	9,573.91				9,573.91
Accounts Payable			\$451,654.45		451,654.45
Retainage Payable			454,123.23		454,123.23
Due To Other Funds			1,142.60		1,142.60
Total Current Liabilities	<u>\$13,470.16</u>	<u>\$0.00</u>	<u>\$906,920.28</u>	<u>\$0.00</u>	<u>\$920,390.44</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>\$13,470.16</u>	<u>\$0.00</u>	<u>\$906,920.28</u>	<u>\$49,960,000.00</u>	<u>\$50,880,390.44</u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$50,369.29				\$50,369.29
Current Year Net Assets, Unrestricted	3,650.62				3,650.62
Net Assets - General Government	(13,308.16)				(13,308.16)
Current Year Net Assets - General Government	330,076.22				330,076.22
Net Assets, Unrestricted		\$3,973,346.10			3,973,346.10
Current Year Net Assets, Unrestricted		1,375,414.07			1,375,414.07
Net Assets, Unrestricted			(\$10,264,278.80)		(10,264,278.80)
Net Assets, Unrestricted			2,356,801.62		2,356,801.62
Current Year Net Assets, Unrestricted			(2,692,560.08)		(2,692,560.08)
Net Assets - General Government			9,713,374.18		9,713,374.18
Total Net Assets	<u>\$370,787.97</u>	<u>\$5,348,760.17</u>	<u>(\$886,663.08)</u>	<u>\$0.00</u>	<u>\$4,832,885.06</u>
Total Liabilities and Net Assets	<u>\$384,258.13</u>	<u>\$5,348,760.17</u>	<u>\$20,257.20</u>	<u>\$49,960,000.00</u>	<u>\$55,713,275.50</u>

Greenway Improvement District
Budget to Actual
For the Month Ending 03/31/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ 367,202.31	\$ 231,981.99	\$ 135,220.32	\$ 463,963.98
Off-Roll Assessments	309,738.93	178,338.49	131,400.44	356,676.97
Net Revenues	\$ 676,941.24	\$ 410,320.48	\$ 266,620.76	\$ 820,640.95
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 2,200.00	\$ 3,600.00	\$ (1,400.00)	\$ 7,200.00
Financial & Administrative				
Public Officials' Liability Insurance	2,244.00	1,250.00	994.00	2,500.00
Trustee Services	2,199.90	1,250.00	949.90	2,500.00
Management	19,999.98	20,000.00	(0.02)	40,000.00
Engineering	3,573.00	5,000.00	(1,427.00)	10,000.00
Dissemination Agent	1,250.00	2,500.00	(1,250.00)	5,000.00
Property Appraiser	1,672.00	750.00	922.00	1,500.00
District Counsel	8,397.25	11,000.00	(2,602.75)	22,000.00
Assessment Administration	7,500.00	3,750.00	3,750.00	7,500.00
Audit	-	2,750.00	(2,750.00)	5,500.00
Travel and Per Diem	76.90	75.00	1.90	150.00
Telephone	150.26	250.00	(99.74)	500.00
Postage & Shipping	111.29	250.00	(138.71)	500.00
Copies	744.00	1,000.00	(256.00)	2,000.00
Legal Advertising	1,381.25	1,900.00	(518.75)	3,800.00
Bank Fees	-	25.00	(25.00)	50.00
Miscellaneous	32.70	1,250.00	(1,217.30)	2,500.00
Property Taxes	477.29	750.00	(272.71)	1,500.00
Web Site Maintenance	630.00	625.00	5.00	1,250.00
Dues, Licenses, and Fees	175.00	87.50	87.50	175.00
Total General & Administrative Expenses	\$ 52,814.82	\$ 58,062.50	\$ (5,247.68)	\$ 116,125.00

Greenway Improvement District
Budget to Actual
For the Month Ending 03/31/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ 2,953.39	\$ 2,500.00	\$ 453.39	\$ 5,000.00
Water-Sewer Combination Services				
Water Reclaimed	18,965.79	10,000.00	8,965.79	20,000.00
Other Physical Environment				
General Insurance	2,525.00	1,500.00	1,025.00	3,000.00
Property & Casualty Insurance	5,987.00	-	5,987.00	-
Other Insurance	-	375.00	(375.00)	750.00
Irrigation	17,061.21	15,000.00	2,061.21	30,000.00
Landscaping Maintenance & Material	105,948.00	114,318.00	(8,370.00)	228,636.00
Other Landscape Maintenance	-	20,000.00	(20,000.00)	40,000.00
Landscape Improvements	51,983.50	25,000.00	26,983.50	50,000.00
Contingency	3,700.00	8,807.00	(5,107.00)	17,614.00
Hurricane Cleanup	-	2,500.00	(2,500.00)	5,000.00
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	1,803.60	1,908.00	(104.40)	3,816.00
IME - Irrigation	938.50	18,000.00	(17,061.50)	36,000.00
IME - Landscaping	45,604.80	44,126.64	1,478.16	88,253.28
IME - Lighting	1,832.82	10,000.00	(8,167.18)	20,000.00
IME - Miscellaneous	1,526.76	-	1,526.76	-
IME - Water Reclaimed	472.46	1,800.00	(1,327.54)	3,600.00
Road & Street Facilities				
Entry and Wall Maintenance	-	1,500.00	(1,500.00)	3,000.00
Hardscape Maintenance	-	1,500.00	(1,500.00)	3,000.00
Streetlights	37,483.02	50,000.00	(12,516.98)	100,000.00
Accent Lighting	-	1,000.00	(1,000.00)	2,000.00
Parks & Recreation				
Personnel Leasing Agreement	-	10,000.00	(10,000.00)	20,000.00
Reserves				
Infrastructure Capital Reserve	-	11,100.00	(11,100.00)	22,200.00
Interchange Maintenance Reserve	-	1,573.34	(1,573.34)	3,146.67
Total Field Operations Expenses	\$ 298,785.85	\$ 352,507.98	\$ (53,722.13)	\$ 705,015.95
Total Expenses	\$ 351,600.67	\$ 410,570.48	\$ (58,969.81)	\$ 821,140.95
Income (Loss) from Operations	\$ 325,340.57	\$ (250.00)	\$ 325,590.57	\$ (500.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 4,735.65	\$ 250.00	\$ 4,485.65	\$ 500.00
Total Other Income (Expense)	\$ 4,735.65	\$ 250.00	\$ 4,485.65	\$ 500.00
Net Income (Loss)	\$ 330,076.22	\$ -	\$ 330,076.22	\$ -

Greenway Improvement District
Budget to Actual
For the Month Ending 03/31/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	YTD Actual
<u>Revenues</u>							
On-Roll Assessments	\$ -	\$ 5,260.99	\$ 250,152.35	\$ 28,443.42	\$ 24,988.36	\$ 58,357.19	\$ 367,202.31
Off-Roll Assessments	-	206,493.02	-	277.76	102,968.15	-	309,738.93
Net Revenues	\$ -	\$ 211,754.01	\$ 250,152.35	\$ 28,721.18	\$ 127,956.51	\$ 58,357.19	\$ 676,941.24
<u>General & Administrative Expenses</u>							
Legislative							
Supervisor Fees	\$ 200.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 2,200.00
Financial & Administrative							
Public Officials' Liability Insurance	2,244.00	-	-	-	-	-	2,244.00
Trustee Fees	2,199.90	-	-	-	-	-	2,199.90
Management	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	19,999.98
Engineering	-	806.00	887.00	648.50	633.50	598.00	3,573.00
Dissemination Agent	-	-	-	-	1,250.00	-	1,250.00
Property Appraiser	-	1,672.00	-	-	-	-	1,672.00
District Counsel	-	-	1,341.10	1,989.00	2,427.55	2,639.60	8,397.25
Assessment Administration	7,500.00	-	-	-	-	-	7,500.00
Audit	-	-	-	-	-	-	-
Travel and Per Diem	-	30.28	18.32	9.22	14.44	4.64	76.90
Telephone	-	93.61	19.47	6.49	30.69	-	150.26
Postage & Shipping	-	15.80	34.19	24.77	13.12	23.41	111.29
Copies	-	27.00	292.50	115.50	165.00	144.00	744.00
Legal Advertising	252.50	382.75	-	181.25	181.25	377.50	1,381.25
Bank Fees	-	-	-	-	-	-	-
Miscellaneous	-	32.70	-	-	-	-	32.70
Property Taxes	-	477.29	-	-	-	-	477.29
Website Maintenance	105.00	105.00	105.00	105.00	105.00	105.00	630.00
Dues, Licenses, and Fees	175.00	-	-	-	-	-	175.00
Total General & Administrative Expenses	\$ 16,009.73	\$ 7,381.76	\$ 6,430.91	\$ 6,813.06	\$ 8,553.88	\$ 7,625.48	\$ 52,814.82

Greenway Improvement District

Budget to Actual
For the Month Ending 03/31/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	YTD Actual
Field Operations							
Electric Utility Services							
Electric	\$ -	\$ -	\$ 1,144.75	\$ 575.01	\$ 637.57	\$ 596.06	\$ 2,953.39
Water-Sewer Combination Services							
Water Reclaimed	-	-	4,365.69	6,770.97	4,270.91	3,558.22	18,965.79
Other Physical Environment							
General Insurance	2,525.00	-	-	-	-	-	2,525.00
Property & Casualty Insurance	-	5,987.00	-	-	-	-	5,987.00
Other Insurance	-	-	-	-	-	-	-
Irrigation	1,241.50	1,708.00	5,900.71	1,139.00	1,922.00	5,150.00	17,061.21
Landscaping Maintenance & Material	16,660.25	16,660.25	16,660.25	16,660.25	16,660.25	22,646.75	105,948.00
Tree Trimming	-	-	-	-	-	-	-
Flower & Plant Replacement	-	2,614.40	39,477.90	-	8,184.20	1,707.00	51,983.50
Contingency	-	-	-	-	-	3,700.00	3,700.00
Hurricane Cleanup	-	-	-	-	-	-	-
Interchange Maintenance Expenses							
IME - Aquatics Maintenance	-	601.20	300.60	300.60	300.60	300.60	1,803.60
IME - Irrigation	-	-	10.80	591.55	336.15	-	938.50
IME - Landscaping	7,354.44	7,354.44	7,354.44	7,354.44	7,354.44	8,832.60	45,604.80
IME - Lighting	98.28	262.47	200.73	105.66	756.27	40,941	1,832.82
IME - Miscellaneous	-	-	1,265.76	261.00	-	-	1,526.76
IME - Water Reclaimed	-	95.39	142.08	92.90	110.79	31.30	472.46
Road & Street Facilities							
Entry and Wall Maintenance	-	-	-	-	-	-	-
Hardscape Maintenance	-	-	-	-	-	-	-
Streetlights	330.50	511.25	15,986.97	6,885.28	6,892.32	6,876.70	37,483.02
Accent Lighting	-	-	-	-	-	-	-
Parks & Recreation							
Personnel Leasing Agreement	-	-	-	-	-	-	-
Reserves							
Infrastructure Capital Reserve	-	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-	-
Total Field Operations Expenses	<u>\$ 28,209.97</u>	<u>\$ 35,794.40</u>	<u>\$ 92,810.68</u>	<u>\$ 40,736.66</u>	<u>\$ 47,425.50</u>	<u>\$ 53,808.64</u>	<u>\$ 298,785.85</u>
Total Expenses	<u>\$ 44,219.70</u>	<u>\$ 43,176.16</u>	<u>\$ 99,241.59</u>	<u>\$ 47,549.72</u>	<u>\$ 55,979.38</u>	<u>\$ 61,434.12</u>	<u>\$ 351,600.67</u>
Income (Loss) from Operations	<u>\$ (44,219.70)</u>	<u>\$ 168,577.85</u>	<u>\$ 150,910.76</u>	<u>\$ (18,828.54)</u>	<u>\$ 71,977.13</u>	<u>\$ (3,076.93)</u>	<u>\$ 325,340.57</u>
Other Income (Expense)							
Interest Income	\$ 5.89	\$ 5.74	\$ 677.65	\$ 13.22	\$ 5.46	\$ 4,027.69	\$ 4,735.65
Total Other Income (Expense)	<u>\$ 5.89</u>	<u>\$ 5.74</u>	<u>\$ 677.65</u>	<u>\$ 13.22</u>	<u>\$ 5.46</u>	<u>\$ 4,027.69</u>	<u>\$ 4,735.65</u>
Net Income (Loss)	<u><u>\$ (44,213.81)</u></u>	<u><u>\$ 168,583.59</u></u>	<u><u>\$ 151,588.41</u></u>	<u><u>\$ (18,815.32)</u></u>	<u><u>\$ 71,982.59</u></u>	<u><u>\$ 950.76</u></u>	<u><u>\$ 330,076.22</u></u>

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

Amount

Series 2013 Bond Issue	
Original Construction Fund	\$ 48,700,000.00
Additions (Interest, Transfers from DSR, etc.)	563,782.80
Cumulative Draws Through Prior Month	(49,255,480.28)
	=====
Construction Funds Available	\$ 8,302.52
Requisitions This Month	
	=====
Total Requisitions This Month	\$ -
	=====
Series 2013 Construction Funds Remaining	\$ 8,302.52

Series 2018 Bond Issue	\$ 24,000,000.00
Additions (Interest, Transfers from DSR, etc.)	5.90
Cumulative Draws Through Prior Month	(1,254,292.37)
	=====
Series 2018 Construction Funds Remaining	\$ 22,745,713.53

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	(106,857.38)
Lake Nona Hartwell Court Extension - DeWitt Excavation	(139,785.52)
Lake Nona Nemours Parkway Phase 7 - Jr. Davis	(4,048,625.47)
	=====

Total Current Committed Funding **\$ (4,477,433.60)**

Upcoming Committed Funding

Lake Nona Kellogg Avenue Extension – DeWitt Excavation	\$ (586,812.14)
	=====

Total Upcoming Committed Funding **\$ (586,812.14)**

Total Committed Funding **\$ (5,064,245.74)**

Net Uncommitted	17,689,770.31
------------------------	----------------------

Greenway Improvement District
FY 2019
Cash Flow Analysis

	Beg. Cash	FY18 Inflows	FY18 Outflows	FY19 Inflows	FY19 Outflows	End. Cash
10/1/2018	4,499.76	33,166.90	(27,247.04)	610.65	(5,629.50)	5,400.77
11/1/2018	5,400.77	-	(3,766.68)	235,975.89	(76,859.32)	160,750.66
12/1/2018	160,750.66	-	(1,202.40)	1,394,381.28	(735,704.80)	818,224.74
1/1/2019	818,224.74	-	-	136,470.07	(678,444.72)	276,250.09
2/1/2019	276,250.09	-	-	261,390.01	(183,917.67)	353,722.43
3/1/2019	353,722.43	-	-	330,302.13	(325,886.77)	358,137.79
4/1/2019	358,137.79	-	-	-	(3,896.25)	354,241.54 as of 04/04/2019
FY 19 Totals		33,166.90	(32,216.12)	2,359,130.03	(2,010,339.03)	

As of 04/04/2019