

*Live Oak Lake
Community Development District*

Agenda

August 7, 2024

AGENDA

Live Oak Lake
Community Development District
219 E. Livingston St., Orlando, FL 32801
Phone: 407-841-5524

July 31, 2024

Board of Supervisors
Live Oak Lake
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **Live Oak Lake Community Development District will be held Wednesday, August 7, 2024, at 2:30 PM at the Holiday Inn & Suites Orlando SW, 5711 W. Irlo Bronson Memorial Highway, Kissimmee, FL 34746.**

Those members of the public wishing to attend the meeting can do so using the information below:

Zoom Video Link: <https://us06web.zoom.us/j/83613541694>

Zoom Call-In Information: 1-305-224-1968

Zoom ID: 836 1354 1694

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the June 6, 2024 Board of Supervisors Meeting
4. Consideration of Resolution 2024-03 Revising the Location for the Fiscal Year 2025 Budget Public Hearing
5. Public Hearing
 - A. Consideration of Resolution 2024-04 Adopting the Fiscal Year 2025 Proposed Budget and Appropriating Funds
 - B. Consideration of Resolution 2024-05 Imposing Fiscal Year 2025 Special Assessments and Certifying Assessment Roll
 - C. Consideration of Developer Deficit Funding Agreements
 - i. Phases 2D, 3 & 4
 - ii. Phases 5, 6, & 7B
 - D. Consideration of Direct Collection Agreements
 - i. Phases 2D, 3 & 4
 - ii. Phases 5, 6 & 7B
6. Acquisition of the Phase 7B Improvements
7. Consideration of Twin Lakes Nolte Road Development Agreement
8. Consideration of Lighting Agreement with OUC
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report

- D. District Manager's Report
 - i. Approval of Check Register
 - ii. Approval of Balance Sheet
 - iii. Adoption of District Goals & Objectives
 - iv. Approval of Fiscal Year 2025 Meeting Schedule
- 10. Other Business
- 11. Supervisors Requests
- 12. Adjournment

MINUTES

**MINUTES OF MEETING
LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Live Oak Lake Community Development District was held on Wednesday, **June 5, 2024**, at 2:30 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida and via Zoom.

Present and constituting a quorum:

Andrea Stevens	Vice Chairperson
Mel Gray Marshall <i>by Zoom</i>	Assistant Secretary
Ned Bowman	Assistant Secretary
Kimberly Locher	Assistant Secretary

Also present were:

Tricia Adams	District Manager/GMS
Sarah Sandy <i>by Zoom</i>	District Counsel, Kutak Rock
Nicole Stalder <i>by Zoom</i>	District Engineer, Dewberry
Jarrett Wright	Field Services, GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order at 2:30. Four Supervisors were present, with three Supervisors in person constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams opened the public comment period. No members of the public were attending in person nor were any members of the public attending on Zoom at this time.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the May 1, 2024,
Board of Supervisors Meeting**

Ms. Adams presented the minutes from the Board of Supervisors meeting on May 1, 2024, which can be found on page 5 of the agenda packet. She asked for any comments, corrections, or

questions from the Board. The Board had no changes to the minutes. She noted the minutes had been reviewed by counsel and staff and no corrections were noted.

On MOTION by Ms. Locher, seconded by Mr. Bowman, with all in favor, the Minutes of the May 1, 2024, Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-02 Approving Fiscal Year 2025 Proposed Budget and Setting Public Hearing to Adopt

Ms. Adams stated this item is included in the agenda packet on page 12. The CDD is required to approve a proposed budget by June 15th. This resolution approves the proposed budget and sets the public hearing for August 7, 2024, at 2:30 p.m. here at West Osceola Branch Library in Celebration. It allows for the District Management team to transmit the proposed budget to the local government and allows for the proposed budget to be posted on the CDD website to publish the notice in a legal advertisement in accordance with Florida Statute. They are proposing to keep the assessment level the same as the Board approved last year. NLV and Pulte have consented to a developer deficit funding contribution amount. There are 3 different product types, 35 ft. duplex, 50 ft. single family home and 70 ft. single family home. The duplexes are assessed at \$249.55 annually, 50 ft. assessed at \$356.50, and 70 ft. assessed at \$499.10 annually. Since there is no proposed assessment increase, there is no mailed notice requirement, but the proposed budget is posted on the website.

Resident (Clark) attending on Zoom commented on being unhappy this meeting was not posted on the website, so he didn't have the agenda. A Board member noted the meeting was noticed in the paper as required by law. Mr. Bowman offered his assistance to the resident.

On MOTION by Mr. Bowman, seconded by Ms. Locher, with all in favor, Resolution 2024-02 Approving Fiscal Year 2025 Proposed Budget and Setting a Public Hearing to Adopt on August 7, 2024, at 2:30 pm at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida, was approved.

FIFTH ORDER OF BUSINESS

Ratification of Termination of Temporary Construction and Access Easement

Ms. Adams stated from time to time there are construction and access agreements between the District and the land developer. This terminates and releases that temporary construction and access easement agreement. Ms. Sandy noted this agreement was provided by Narcoossee Land Ventures in connection with the connector road project that the District completed and is officially done, so the term of the easement was done and the District, per the easement, was required to execute and record this termination in the County’s official records.

On MOTION by Ms. Locher, seconded by Ms. Stevens, with all in favor, the Termination of Temporary Construction and Access Easement, was ratified.

SIXTH ORDER OF BUSINESS

Ratification of Proposals Related to Irrigation Installation on Nolte Road

Ms. Adams stated there were some deficiencies with the irrigation system. The Board desired to install the irrigation improvements prior to scheduling the sod replacement to get the system running effectively. Different types of spray heads and nozzles were proposed. The Board delegated authority to the Vice Chair to approve the proposals. All the approved proposals are in the agenda packet. Mr. Wright noted the Juniper proposal #264590 has been put on hold to adjust the flex pipe pattern to get better coverage. The other two proposals are for changing from 4 in. heads to 6 in. to help break through the sod and are recommended. Ms. Adams noted the Vice Chair did approve these proposals in the amount of \$18,448 and asked for ratification.

On MOTION by Ms. Locher, seconded by Mr. Bowman, with all in favor, the Proposals Related to Irrigation Installation on Nolte Road, were ratified.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Sandy updated the Board that they have drafted the work authorization that the Board approved at the last meeting for the sod replacement with Juniper and sent it to them. It included the provisions that the Board wanted. They provided in their letter that they would bill the District upon completion of the project.

B. Engineer

i. Authorization for Additional Services

Ms. Stalder noted they did an additional service – a sketch and legal description that was prepared on Sarah’s request for the rights-of-way in the 7B phase. She stated they are working with Dewberry and the developer to come up with the documentation to acquire the improvements that the District would accept upon completion of that. Ms. Sandy noted to Ms. Adams that invoices such as this are part of the Series 2020 Project and can be paid for out of the District’s impact fee credit revenue account.

On MOTION by Mr. Bowman, seconded by Ms. Stevens, with all in favor, the Work Authorization for Additional Services at \$1,600, was approved.

C. Field Manager’s Report

Mr. Wright presented the Field Manager’s Report. Topics included irrigation installation, midge treatment, fish installation and water levels in ponds. A Board member asked about pond edge cleanup. Mr. Wright received a proposal but is pushing back on the company due to the estimate for \$13,000.

D. District Manager’s Report

i. Approval of Check Register

Ms. Adams noted on page 44 of the agenda is a check run summary for April and May. These are items from the General Fund in a total amount of \$93,826.50. A detailed register follows the summary. A Board member questioned a charge from FedEx. Ms. Adams noted District Counsel recommended they FedEx the rejection letters when proposals are rejected. Ms. Stevens asked about the tiered billing for Toho and making sure they are within the right tier. The accounting team will follow up on that.

On MOTION by Ms. Locher, seconded by Mr. Bowman, with all in favor, the Check Register and Balance Sheet, were approved.

ii. Approval of Balance Sheet

Ms. Adams noted for informational purposes, the unaudited financials are posted. These are in the agenda packet starting on page 49.

iii. Reminder of Form 1 Filing Deadline – July 1, 2024

Ms. Adams stated Form 1 is an annual financial disclosure that Board members are required to file. Form 1 will should be filed electronically through the Board of Ethics by July 1st. The ethics training requirement this calendar year needs to be completed by December 31st and will be reported by next July. Ms. Stevens noted her term expires November 2024 and asked if she will be required to report on her Form 1 she was filing July 1, 2024, her ethics training that took place during the 2024 calendar year. Ms. Sandy noted there is a different Form 1 to file after you leave office. She will check into it. She will forward an email to the Board with free online courses to satisfy the requirements. A Board member asked if the ethics training must be done annually. Ms. Sandy noted it is required annually.

EIGHTH ORDER OF BUSINESS**Other Business**

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS**Supervisors Requests**

Ms. Marshall asked with the additional development and housing for 7A and 7B, the developed lots that have been there for years are under the series 2016 & 2020 bonds, so would the new developments that have changed from vacant platted land to developing a house be paying a new or additional debt assessment. Ms. Marshall said she doesn't think they would be looking for a decrease in the assessment, it would be a surplus and asked if she is correct in her statements. Ms. Adams noted in the proposed budget the tables at the bottom of the debt series should be helpful. Ms. Sandy stated the vacant platted lots and undeveloped lands are also currently paying against the 2020 bonds even if they don't have anything developed. The 2016 bonds have been fully absorbed and allocated to platted units now. The 2020 bonds are the only ones split between platted units and unplatted property. The only way there would be additional revenues is if what was platted and developed was more than anticipated at the time bonds were issued. Ms. Marshall asked would the proposals from Jones Homes to change things in different phases be transferred to Pulte or would the request for city to zone things differently in certain phases just go away? Ms. Sandy noted someone from Jones Homes would have to answer that since the CDD was not involved and that zoning was regulated on the City or County level

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Bowman, seconded by Ms. Locher, with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2024-02 TO CHANGE THE LOCATION OF THE PUBLIC HEARING REGARDING PROPOSED BUDGET FOR FISCAL YEAR 2024/2025, RATIFYING THE ACTIONS OF THE DISTRICT MANAGER AND CHAIRMAN IN CHANGING THE LOCATION OF SUCH PUBLIC HEARING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Live Oak Lake Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended, and

WHEREAS, the Board of Supervisors of the District (“Board”) previously adopted Resolution 2024-02, approving the proposed budget for Fiscal Year 2024/2025 and setting public hearing on said approved budget, pursuant to Chapter 190, *Florida Statutes*, for August 7, 2024, at 12:30 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida 34747 (“Original Location”); and

WHEREAS, due to the Original Location becoming unavailable subsequent to setting the public hearing and in order to keep the public hearing on the set date and time originally scheduled, the District Manager in consultation with the Chairman changed the location of the public hearing to be held at the Holiday Inn & Suites Orlando SW – Celebration, 5711 W. Irlo Bronson Memorial Highway, Kissimmee, Florida 34746 (“New Location”), and has caused published notices to be provided with the New Location on the same date and time, consistent with the requirements of Chapter 190, *Florida Statutes*; and.

WHEREAS, the Board desires to ratify the District Manager and Chairman’s actions in changing the location and noticing for the amended public hearing location.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. RATIFICATION OF PUBLIC HEARING LOCATION. The actions of the District Manager and Chairman in changing the location of the public hearing, and the District Secretary in publishing the notice of public hearing with such New Location pursuant to Chapter 190, *Florida Statutes*, are hereby ratified, confirmed and approved. Resolution 2024-03 is hereby amended to reflect that the public hearing location is changed as provided in this Resolution.

SECTION 2. RESOLUTION 2024-03 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2024-02 continue in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 7th day of August 2024.

ATTEST:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chair, Board of Supervisors

SECTION V

SECTION A

RESOLUTION 2024-04
[FY 2025 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Live Oak Lake Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Live Oak Lake Community Development District for the Fiscal Year Ending September 30, 2025.”

- c. The Adopted Budget shall be posted by the District Manager on the District’s official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District’s website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 7TH DAY OF AUGUST 2024.

ATTEST:

**LIVE OAK LAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2025 Budget

Live Oak Lake
Community Development District

FY 2025
Proposed Budget
August 7, 2024



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Live Oak Lake Community Development District

Proposed Budget General Fund

Description	Adopted Budget FY 2024	Actual Thru 6/30/24	Projected Next 3 Months	Total Projected 9/30/24	Proposed Budget FY 2025
Revenues					
Assessments - Tax Collector (Net)	\$357,293	\$319,969	\$0	\$319,969	\$357,293
Assessments - Off Roll (Platted)	\$0	\$124,195	\$0	\$124,195	\$95,439
Assessments - Off Roll (Unplatted)	\$85,657	\$0	\$0	\$0	\$31,800
Interest Income	\$0	\$650	\$217	\$867	\$0
Developer Deficit Funding	\$258,041	\$0	\$258,041	\$258,041	\$226,920
Carryforward Surplus	\$52,245	\$52,245	\$0	\$52,245	\$106,135
TOTAL REVENUES	\$753,235	\$497,059	\$258,258	\$755,317	\$817,587
Expenditures					
Administrative					
Supervisor Fees	\$9,600	\$1,800	\$1,800	\$3,600	\$12,000
FICA Expense	\$734	\$138	\$138	\$275	\$918
Engineering	\$15,000	\$8,050	\$2,683	\$10,733	\$15,000
Dissemination	\$5,000	\$3,850	\$1,250	\$5,100	\$5,250
Assessment Roll	\$5,000	\$5,000	\$0	\$5,000	\$5,250
Property Appraiser	\$600	\$0	\$600	\$600	\$600
Arbitrage	\$1,150	\$500	\$650	\$1,150	\$1,150
Attorney	\$30,000	\$17,143	\$5,714	\$22,857	\$30,000
Annual Audit	\$5,100	\$5,100	\$0	\$5,100	\$5,100
Trustee Fees	\$8,100	\$8,081	\$0	\$8,081	\$8,100
Management Fees	\$38,588	\$28,941	\$9,647	\$38,588	\$42,500
Information Technology	\$0	\$0	\$0	\$0	\$1,890
Postage	\$1,450	\$1,010	\$337	\$1,346	\$1,450
Copies	\$250	\$106	\$35	\$141	\$250
Insurance	\$6,426	\$6,076	\$0	\$6,076	\$6,684
Legal Advertising	\$2,500	\$583	\$417	\$1,000	\$2,500
Other Current Charges	\$350	\$0	\$0	\$0	\$350
Office Supplies	\$100	\$3	\$2	\$5	\$100
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Website Hosting/Compliance	\$1,553	\$1,035	\$388	\$1,423	\$1,260
TOTAL ADMINISTRATIVE	\$131,676	\$87,590	\$23,661	\$111,251	\$140,527
Field					
Field Management	\$15,750	\$11,813	\$3,938	\$15,750	\$16,538
Property Insurance	\$5,000	\$3,879	\$0	\$3,879	\$5,000
Aquatic Control	\$40,584	\$38,265	\$12,791	\$51,056	\$51,200
Mitigation Maintenance	\$7,100	\$1,695	\$0	\$1,695	\$2,000
Midge Management	\$25,000	\$10,263	\$3,421	\$13,684	\$20,000
Contingency	\$15,000	\$0	\$15,000	\$15,000	\$9,384
Landscape Maintenance	\$286,000	\$203,272	\$67,757	\$271,029	\$286,000
Landscaping Replacements	\$50,000	\$0	\$0	\$0	\$50,000
Pond Fountain Maintenance	\$15,000	\$2,751	\$2,500	\$5,251	\$15,000
Irrigation Consultant Services	\$6,000	\$4,500	\$1,500	\$6,000	\$6,000
Irrigation Repairs	\$15,000	\$18,351	\$6,117	\$24,468	\$15,000
General Repairs and Maintenance	\$15,000	\$3,604	\$1,201	\$4,805	\$15,000
Electricity-Street Lights	\$43,694	\$36,506	\$11,487	\$47,993	\$43,694
Electricity-Fountains	\$0	\$0	\$0	\$0	\$57,600
Water-Irrigation	\$64,182	\$36,572	\$22,500	\$59,072	\$67,144
Capital Reserve	\$18,250	\$0	\$18,250	\$18,250	\$17,500
TOTAL FIELD	\$621,560	\$371,470	\$166,462	\$537,931	\$677,060
TOTAL EXPENDITURES	\$753,236	\$459,060	\$190,122	\$649,182	\$817,587
EXCESS REVENUES (EXPENDITURES)	(\$1)	\$38,000	\$68,135	\$106,135	\$0

Net Assessment	\$484,532
Discounts & Collections 6%	\$30,928
Gross Assessment	<u>\$515,459</u>

Unit Type	Unit Count	FY 2022 Gross Per Unit	FY 2023 Gross Per Unit	FY 2024 Gross Per Unit	FY 2025 Gross Per Unit	Gross Total
Duplex 35'	504	237.67	237.67	249.55	249.55	\$125,774.96
50' SF	833	339.52	339.52	356.50	356.50	\$296,961.17
70' SF	118	475.33	475.33	499.10	499.10	\$58,893.39
Unplatted	532	0.00	112.12	63.59	63.59	\$33,829.88
	<u>1,987</u>					<u>\$515,459.40</u>

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

PROPOSED GENERAL FUND BUDGET
FISCAL YEAR 2025

REVENUES:

Assessments-Tax Collector

The District will levy a non-ad valorem special assessment on all taxable property within the District to fund general operating and maintenance expenditures for the fiscal year. These assessments are billed on tax bills.

Assessments –Off Roll

The District will levy a non-ad valorem special assessment on all taxable property within the District to fund general operating and maintenance expenditures for the fiscal year. The District levies these assessments directly to the property owners.

Developer Funding

The District will enter into an agreement with the Developer to fund General Fund expenditures and up to a certain deficit for the Fiscal Year.

Interest Income

The District earns interest on the monthly average collected balance for their money market accounts.

EXPENDITURES:

Administrative:

Supervisor Fees

The Florida Statutes allows each board member to receive \$200 per meeting not to exceed \$4,800 in one year. The amount for the fiscal year is based upon all 5 supervisors attending the estimated 12 meetings.

FICA Taxes

Related payroll taxes of 7.65% for above.

Engineering Fees

The District's engineer will be providing general engineering services to the District including attendance and preparation for board meetings, etc.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Assessment Roll

The District has contracted with Governmental Management Services to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Property Appraiser

The District anticipates costs associated with services provided by the property appraiser's office.

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

PROPOSED GENERAL FUND BUDGET FISCAL YEAR 2025

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District's Series 2016 Capital Improvement Revenue Bonds and the Series 2020 Special Assessment Revenue Bonds.

Attorney

The District's legal counsel will be providing general legal services to the District, i.e., attendance and preparation for monthly meetings, review operating and maintenance contracts, etc.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

Trustee Fees

The District issued Series 2016 Capital Improvement Revenue Bonds and Series 2020 Special Assessment Revenue Bonds which are held with a Trustee at US Bank. The amount of the trustee fees is based on the agreement between US Bank and the District.

Management Fees

The District has contracted with Governmental Management Services to provide Management, Accounting and Recording Secretary Services for the District. The services include, but are not limited to recording and transcription of board meetings, budget preparation, financial reporting, annual audit, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc..

Postage

Mailings, overnight deliveries, and correspondence, etc.

Copies

Printing of computerized checks, stationary, envelopes, invoices, etc.

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with The Florida Insurance Alliance. They specialize in providing insurance coverage to governmental agencies.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses that are incurred during the year.

Office Supplies

Miscellaneous office supplies.

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

PROPOSED GENERAL FUND BUDGET FISCAL YEAR 2025

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175. This is the only expense under this category for the District.

Website Hosting/Compliance

Represents the cost associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessment, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Field

Field Management

Governmental Management Services provides onsite field management of contracts such as landscape and lake maintenance, fountain maintenance, etc. Services include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings, receive and respond to property owner email and phone calls.

Property Insurance

The District will bind a Property Insurance policy with Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Aquatic Control

Represents the cost for maintenance to the 23 stormwater ponds located within the District. Services include, but are not limited to, treatment of nuisance vegetation and algae treatment.

Mitigation, Monitoring, and Maintenance

Post permit and mitigation compliance, bi-annual maintenance events, time-zeroing monitoring and reporting and annual monitoring and reporting as defined in District Engineer's work authorizations.

Midge Management

Includes funding for deep water spray treatment, shoreline barrier and fogging to reduce midge population on an as needed basis.

Contingency-Field

Any unanticipated expenditure that may arise during the fiscal year.

Landscape Maintenance

The District contracts for landscape maintenance of certain common areas such as mowing, edging, blowing, fertilization, trimming and mowing around stormwater ponds.

Landscape Replacement

Replacement of plants needed throughout the District.

Pond Fountain Maintenance

Repairs and maintenance to the District's eight fountains.

Irrigation Consultant Services

The district has contracted with Irrigation Management Consulting to maintain the irrigation systems.

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT

PROPOSED GENERAL FUND BUDGET
FISCAL YEAR 2025

Irrigation Repairs

Represents funds needed for repairs to the irrigation system of the district.

Electricity-Streetlights

The cost of electricity for Live Oak Lake CDD.

Water-Irrigation

The cost of water, sewer, and irrigation services for Live Oak Lake CDD.

Live Oak Lake
Community Development District
Proposed Budget
Debt Service Fund - Series 2016

Description	Adopted Budget FY 2024	Actual Thru 6/30/24	Projected Next 3 Months	Total Projected 9/30/24	Proposed Budget FY 2025
Revenues					
Interest Income	\$5,000	\$53,401	\$17,800	\$71,202	\$5,000
Assessments - On Roll (Net)	\$954,993	\$957,659	\$0	\$957,659	\$954,030
Assessments - Prepayments	\$0	\$0	\$0	\$0	\$0
Carryforward Surplus ⁽¹⁾	\$439,975	\$458,837	\$0	\$458,837	\$509,632
TOTAL REVENUES	\$1,399,968	\$1,469,898	\$17,800	\$1,487,698	\$1,468,662
Expenditures					
Series 2016					
Interest - 11/01	\$316,763	\$316,763	\$0	\$316,763	\$308,991
Interest - 05/01	\$316,763	\$316,303	\$0	\$316,303	\$308,991
Principal - 05/01	\$325,000	\$325,000	\$0	\$325,000	\$340,000
Special Call - 11/01	\$15,000	\$20,000	\$0	\$20,000	\$0
TOTAL EXPENDITURES	\$973,525	\$978,066	\$0	\$978,066	\$957,981
EXCESS REVENUES	\$426,443	\$491,832	\$17,800	\$509,632	\$510,681

11/25 Interest \$301,341

Unit Type	No. of Units	Gross Assessment Per Unit Amount	Total
Duplex 35'	350	\$975.00	\$341,250.00
50' SF	506	\$1,025.00	\$518,650.00
70' SF	117	\$1,325.00	\$155,025.00
	973		<u>\$1,014,925.00</u>
		Less Discount/Collection Fees	<u>(\$60,895.50)</u>
		Net Assessment	\$954,029.50

⁽¹⁾ Carry forward surplus is net of the reserve requirement

Live Oak Lake

Community Development District

Amortization Schedule

Series 2016, Capital Improvement Revenue Bonds

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
05/01/24	\$ 13,830,000	\$ 325,000.00	\$ 316,303.13	\$ -
11/01/24	\$ 13,505,000	\$ -	\$ 308,990.63	\$ 950,293.75
05/01/25	\$ 13,505,000	\$ 340,000.00	\$ 308,990.63	\$ -
11/01/25	\$ 13,165,000	\$ -	\$ 301,340.63	\$ 950,331.25
05/01/26	\$ 13,165,000	\$ 355,000.00	\$ 301,340.63	\$ -
11/01/26	\$ 12,810,000	\$ -	\$ 293,353.13	\$ 949,693.75
05/01/27	\$ 12,810,000	\$ 375,000.00	\$ 293,353.13	\$ -
11/01/27	\$ 12,435,000	\$ -	\$ 284,915.63	\$ 953,268.75
05/01/28	\$ 12,435,000	\$ 390,000.00	\$ 284,915.63	\$ -
11/01/28	\$ 12,045,000	\$ -	\$ 276,140.63	\$ 951,056.25
05/01/29	\$ 12,045,000	\$ 410,000.00	\$ 276,140.63	\$ -
11/01/29	\$ 11,635,000	\$ -	\$ 266,915.63	\$ 953,056.25
05/01/30	\$ 11,635,000	\$ 425,000.00	\$ 266,915.63	\$ -
11/01/30	\$ 11,210,000	\$ -	\$ 257,353.13	\$ 949,268.75
05/01/31	\$ 11,210,000	\$ 445,000.00	\$ 257,353.13	\$ -
11/01/31	\$ 10,765,000	\$ -	\$ 247,340.63	\$ 949,693.75
05/01/32	\$ 10,765,000	\$ 465,000.00	\$ 247,340.63	\$ -
11/01/32	\$ 10,300,000	\$ -	\$ 236,878.13	\$ 949,218.75
05/01/33	\$ 10,300,000	\$ 490,000.00	\$ 236,878.13	\$ -
11/01/33	\$ 9,810,000	\$ -	\$ 225,853.13	\$ 952,731.25
05/01/34	\$ 9,810,000	\$ 510,000.00	\$ 225,853.13	\$ -
11/01/34	\$ 9,300,000	\$ -	\$ 214,378.13	\$ 950,231.25
05/01/35	\$ 9,300,000	\$ 535,000.00	\$ 214,378.13	\$ -
11/01/35	\$ 8,765,000	\$ -	\$ 202,340.63	\$ 951,718.75
05/01/36	\$ 8,765,000	\$ 560,000.00	\$ 202,340.63	\$ -
11/01/36	\$ 8,205,000	\$ -	\$ 189,740.63	\$ 952,081.25
05/01/37	\$ 8,205,000	\$ 585,000.00	\$ 189,740.63	\$ -
11/01/37	\$ 7,620,000	\$ -	\$ 176,212.50	\$ 950,953.13
05/01/38	\$ 7,620,000	\$ 615,000.00	\$ 176,212.50	\$ -
11/01/38	\$ 7,005,000	\$ -	\$ 161,990.63	\$ 953,203.13
05/01/39	\$ 7,005,000	\$ 640,000.00	\$ 161,990.63	\$ -
11/01/39	\$ 6,365,000	\$ -	\$ 147,190.63	\$ 949,181.25
05/01/40	\$ 6,365,000	\$ 670,000.00	\$ 147,190.63	\$ -
11/01/40	\$ 5,695,000	\$ -	\$ 131,696.88	\$ 948,887.50
05/01/41	\$ 5,695,000	\$ 705,000.00	\$ 131,696.88	\$ -
11/01/41	\$ 4,990,000	\$ -	\$ 115,393.75	\$ 952,090.63
05/01/42	\$ 4,990,000	\$ 740,000.00	\$ 115,393.75	\$ -
11/01/42	\$ 4,250,000	\$ -	\$ 98,281.25	\$ 953,675.00
05/01/43	\$ 4,250,000	\$ 775,000.00	\$ 98,281.25	\$ -
11/01/43	\$ 3,475,000	\$ -	\$ 80,359.38	\$ 953,640.63
05/01/44	\$ 3,475,000	\$ 810,000.00	\$ 80,359.38	\$ -
11/01/44	\$ 2,665,000	\$ -	\$ 61,628.13	\$ 951,987.50
05/01/45	\$ 2,665,000	\$ 845,000.00	\$ 61,628.13	\$ -
11/01/45	\$ 1,820,000	\$ -	\$ 42,087.50	\$ 948,715.63
05/01/46	\$ 1,820,000	\$ 890,000.00	\$ 42,087.50	\$ -
11/01/46	\$ 930,000	\$ -	\$ 21,506.25	\$ 953,593.75
05/01/47	\$ 930,000	\$ 930,000.00	\$ 21,506.25	\$ 951,506.25
Total		\$13,830,000.00	\$8,978,571.88	\$21,878,571.88

Live Oak Lake
Community Development District
Proposed Budget
Debt Service Fund - Series 2020

Description	Adopted Budget FY 2024	Actual Thru 6/30/24	Projected Next 3 Months	Total Projected 9/30/24	Proposed Budget FY 2025
Revenues					
Interest Income	\$5,000	\$41,292	\$13,764	\$55,056	\$5,000
Assessments - On Roll (Net)	\$32,759	\$32,884	\$0	\$32,884	\$143,562
Assessments - Direct	\$957,179	\$677,874	\$279,304	\$957,179	\$846,376
Carryforward Surplus ⁽¹⁾	\$392,631	\$401,298	\$0	\$401,298	\$452,102
TOTAL REVENUES	\$1,387,569	\$1,153,348	\$293,068	\$1,446,416	\$1,447,039
Expenditures					
Series 2020					
Interest - 11/01	\$344,659	\$344,659	\$0	\$344,659	\$339,894
Interest - 05/01	\$344,659	\$344,659	\$0	\$344,659	\$339,894
Principal - 05/01	\$305,000	\$305,000	\$0	\$305,000	\$310,000
TOTAL EXPENDITURES	\$994,319	\$994,319	\$0	\$994,319	\$989,788
Other Financing Sources and Uses					
Bond Proceeds	\$0	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0	\$0
Interfund Transfer In ⁽²⁾	\$0	\$2	\$2	\$4	\$0
TOTAL OTHER FINANCING SOURCES AND USES	\$0	\$2	\$2	\$4	\$0
EXCESS REVENUES	\$393,250	\$159,032	\$293,070	\$452,102	\$457,252

11/25 Interest \$335,050

Unit Type	No. of Units	Gross Assessment Per Unit Amount	Total
Duplex 35 FT Lot	238	\$975.00	\$232,050.00
Single Family - 50'	739	\$1,025.00	\$757,475.00
Single Family - 70'	48	\$1,325.00	\$63,600.00
	1025		\$1,053,125.00
		Less Discount/Collection Fees	(63,187.50)
		Net Assessment	\$989,937.50

⁽¹⁾ Carry forward surplus is net of the reserve requirement

⁽²⁾ Interest income earned in the Construction account is transferred monthly to the Revenue Account.

Live Oak Lake

Community Development District

Amortization Schedule

Series 2020, Special Assessment Revenue Bonds

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
05/01/24	\$ 15,695,000	\$ 305,000.00	\$ 344,659.38	\$ -
11/01/24	\$ 15,390,000	\$ -	\$ 339,893.75	\$ 989,553.13
05/01/25	\$ 15,390,000	\$ 310,000.00	\$ 339,893.75	\$ -
11/01/25	\$ 15,080,000	\$ -	\$ 335,050.00	\$ 984,943.75
05/01/26	\$ 15,080,000	\$ 325,000.00	\$ 335,050.00	\$ -
11/01/26	\$ 14,755,000	\$ -	\$ 328,875.00	\$ 988,925.00
05/01/27	\$ 14,755,000	\$ 335,000.00	\$ 328,875.00	\$ -
11/01/27	\$ 14,420,000	\$ -	\$ 322,510.00	\$ 986,385.00
05/01/28	\$ 14,420,000	\$ 350,000.00	\$ 322,510.00	\$ -
11/01/28	\$ 14,070,000	\$ -	\$ 315,860.00	\$ 988,370.00
05/01/29	\$ 14,070,000	\$ 360,000.00	\$ 315,860.00	\$ -
11/01/29	\$ 13,710,000	\$ -	\$ 309,020.00	\$ 984,880.00
05/01/30	\$ 13,710,000	\$ 375,000.00	\$ 309,020.00	\$ -
11/01/30	\$ 13,335,000	\$ -	\$ 301,895.00	\$ 985,915.00
05/01/31	\$ 13,335,000	\$ 390,000.00	\$ 301,895.00	\$ -
11/01/31	\$ 12,945,000	\$ -	\$ 293,315.00	\$ 985,210.00
05/01/32	\$ 12,945,000	\$ 410,000.00	\$ 293,315.00	\$ -
11/01/32	\$ 12,535,000	\$ -	\$ 284,295.00	\$ 987,610.00
05/01/33	\$ 12,535,000	\$ 430,000.00	\$ 284,295.00	\$ -
11/01/33	\$ 12,105,000	\$ -	\$ 274,835.00	\$ 989,130.00
05/01/34	\$ 12,105,000	\$ 445,000.00	\$ 274,835.00	\$ -
11/01/34	\$ 11,660,000	\$ -	\$ 265,045.00	\$ 984,880.00
05/01/35	\$ 11,660,000	\$ 465,000.00	\$ 265,045.00	\$ -
11/01/35	\$ 11,195,000	\$ -	\$ 254,815.00	\$ 984,860.00
05/01/36	\$ 11,195,000	\$ 490,000.00	\$ 254,815.00	\$ -
11/01/36	\$ 10,705,000	\$ -	\$ 244,035.00	\$ 988,850.00
05/01/37	\$ 10,705,000	\$ 510,000.00	\$ 244,035.00	\$ -
11/01/37	\$ 10,195,000	\$ -	\$ 232,815.00	\$ 986,850.00
05/01/38	\$ 10,195,000	\$ 535,000.00	\$ 232,815.00	\$ -
11/01/38	\$ 9,660,000	\$ -	\$ 221,045.00	\$ 988,860.00
05/01/39	\$ 9,660,000	\$ 555,000.00	\$ 221,045.00	\$ -
11/01/39	\$ 9,105,000	\$ -	\$ 208,835.00	\$ 984,880.00
05/01/40	\$ 9,105,000	\$ 580,000.00	\$ 208,835.00	\$ -
11/01/40	\$ 8,525,000	\$ -	\$ 196,075.00	\$ 984,910.00
05/01/41	\$ 8,525,000	\$ 610,000.00	\$ 196,075.00	\$ -
11/01/41	\$ 7,915,000	\$ -	\$ 182,045.00	\$ 988,120.00
05/01/42	\$ 7,915,000	\$ 640,000.00	\$ 182,045.00	\$ -
11/01/42	\$ 7,275,000	\$ -	\$ 167,325.00	\$ 989,370.00
05/01/43	\$ 7,275,000	\$ 670,000.00	\$ 167,325.00	\$ -
11/01/43	\$ 6,605,000	\$ -	\$ 151,915.00	\$ 989,240.00
05/01/44	\$ 6,605,000	\$ 700,000.00	\$ 151,915.00	\$ -
11/01/44	\$ 5,905,000	\$ -	\$ 135,815.00	\$ 987,730.00
05/01/45	\$ 5,905,000	\$ 730,000.00	\$ 135,815.00	\$ -
11/01/45	\$ 5,175,000	\$ -	\$ 119,025.00	\$ 984,840.00
05/01/46	\$ 5,175,000	\$ 765,000.00	\$ 119,025.00	\$ -
11/01/46	\$ 4,410,000	\$ -	\$ 101,430.00	\$ 985,455.00
05/01/47	\$ 4,410,000	\$ 805,000.00	\$ 101,430.00	\$ -
11/01/47	\$ 3,605,000	\$ -	\$ 82,915.00	\$ 989,345.00
05/01/48	\$ 3,605,000	\$ 840,000.00	\$ 82,915.00	\$ -
11/01/48	\$ 2,765,000	\$ -	\$ 63,595.00	\$ 986,510.00
05/01/49	\$ 2,765,000	\$ 880,000.00	\$ 63,595.00	\$ -
11/01/49	\$ 1,885,000	\$ -	\$ 43,355.00	\$ 986,950.00
05/01/50	\$ 1,885,000	\$ 920,000.00	\$ 43,355.00	\$ -
11/01/50	\$ 965,000	\$ -	\$ 22,195.00	\$ 985,550.00
05/01/51	\$ 965,000	\$ 965,000.00	\$ 22,195.00	\$ 987,195.00
Total		\$15,695,000.00	\$11,940,316.88	\$27,635,316.88

SECTION B

RESOLUTION 2024-05
[FY 2025 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2025 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Live Oak Lake Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Osceola County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT:

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

ii. *Due Date (Debt Assessments)*. Debt Assessments directly collected by the District shall be due and payable in full on **December 1, 2024**; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule: **67%** due no later than **April 1, 2025**, and **33%** due no later than **October 1, 2025**.

iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

c. **Future Collection Methods**. The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS**. The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

6. **SEVERABILITY**. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE**. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 7th day of August 2024.

ATTEST:

**LIVE OAK LAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

Parcel ID	Units	Type	O&M	2016 Debt	2020 Debt	Total
20-26-31-5266-0001-1192	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1193	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1194	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1195	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1196	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1197	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1198	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1199	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1200	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1201	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1202	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1203	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1204	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1205	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1206	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1207	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1208	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1209	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1210	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1211	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1212	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1213	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1214	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1215	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1216	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1217	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1218	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1219	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1220	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1221	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1222	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1223	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1224	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1225	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1226	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1227	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1228	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1229	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1230	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1231	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1232	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1233	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1234	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1235	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1236	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1237	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1238	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1239	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1240	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1241	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1242	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1243	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1244	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1245	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1246	1	50	\$356.50		\$1,025.00	\$1,381.50
20-26-31-5266-0001-1247	1	50	\$356.50		\$1,025.00	\$1,381.50
Total Gross Onroll	1124		\$380,100.30	\$1,013,900.00	\$152,725.00	\$1,547,750.30

Total Net Onroll			\$357,294.28	\$953,066.00	\$143,561.50	\$1,454,885.28
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Direct Billing	Acres					
17-26-31-5263-0001-FD10	227.80	Unplatted	\$105,563.90	\$0.00	\$702,194.86	\$807,758.77
17-26-31-5263-0001-FD20	25.44	Unplatted	\$11,789.05	\$0.00	\$78,418.95	\$90,208.00

Parcel ID	Units	Type	O&M	2016 Debt	2020 Debt	Total
17-26-31-5263-0001-FD30	22.04	Unplatted	\$10,213.47	\$0.00	\$67,938.43	\$78,151.90
17-26-31-0000-0050-0000	12.94	Unplatted	\$5,996.47	\$0.00	\$39,887.63	\$45,884.10
17-26-31-0000-0060-0000	1.86	Unplatted	\$861.94	\$0.00	\$5,733.46	\$6,595.40
20-26-31-4950-0001-0070	2.02	Unplatted	\$936.08	\$0.00	\$6,226.66	\$7,162.74
Total Gross Direct	292.10		\$135,360.91	\$0.00	\$900,400.00	\$1,035,760.91
Total Net Direct			\$127,239.26	\$0.00	\$846,376.00	\$973,615.26
Total Combined Gross			\$515,461.21	\$1,013,900.00	\$1,053,125.00	\$2,583,511.21
Total Combined Net			\$484,533.54	\$953,066.00	\$989,937.50	\$2,428,500.54

SECTION C

SECTION 1

**DEFICIT FUNDING AGREEMENT
[FY 2025 – Phases 2D, 3, and 4]**

This **Agreement** (“**Agreement**”) is made and entered into this August 7, 2024, by and between:

Live Oak Lake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida (“**District**”), and

Narcoossee Land Ventures, LLC, a Florida limited liability company, the owner and primary developer of lands within the District, and whose address is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701 (“**Developer**”). For purposes of this Agreement, the term “**Pulte Property**” shall refer to that certain property within Phases 2D, 3, and 4 as more particularly described in **Exhibit A** attached hereto.

Recitals

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Osceola County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the lands within the District which are currently undeveloped and/or under development consists of the Pulte Property (i.e., Phases 2D, 3, and 4) and Phases 5, 6, & 7B (“**NLV Property**,”¹ and together with the Pulte Property,” the “**Undeveloped Property**”); and

WHEREAS, the Developer is currently the owner of the Pulte Property,² which Pulte Property benefits from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, on August 7, 2024, the Board of Supervisors (“**Board**”) of the District: (i) adopted the District’s operations and maintenance budget (“**O&M Budget**”) for the fiscal year ending September 30, 2025 (“**FY 2025**”) with expenditures in the amount of \$817,587; and (ii) levied special assessments (“**O&M Assessments**”) in the amount of \$484,532 and allocated \$106,135 in carryforward surplus (“**Carryforward Surplus**,” together with the O&M Assessments, the “**O&M Revenues**”) in order to fund the O&M Budget in part; and

¹ Developer currently owns the NLV Property and entered into that certain Deficit Funding Agreement [FY 2025 – Phases 4, 6, and 7B] dated August 7, 2024 with the District (“**NLV Property Deficit Funding Agreement**”).

² Developer is currently under contract to sell the Pulte Property to [Pulte ENTITY NAME] (“**Pulte**”), which closing is anticipated to occur in September 2024. Upon such closing, it’s anticipated Developer would assign its obligations hereunder to Pulte.

WHEREAS, in lieu of the District levying additional O&M Assessments in order to fully fund the O&M Budget, the Developer has agreed to fund a portion of the difference, on an as-needed basis, between the amount of O&M Revenues and the lesser of (i) the total amount of the actual O&M Budget; or (ii) \$226,920 (“**O&M Deficit**”), as further provided in this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. FUNDING OBLIGATION.

A. Subject to the terms of this Agreement, the Developer agrees to fund fifty percent (50%) of any O&M Deficit (“**Funding Obligation**”). The Developer shall not be responsible for any O&M Deficit resulting from amendments to the O&M Budget unless the Developer approves of such amendments, which approval shall not be unreasonable withheld. The Developer acknowledges that the obligation to fund the O&M Deficit for FY 2025 will be shared among the landowner(s) of the Pulte Property (pursuant to this Agreement) and the NLV Property (pursuant to the NLV Property Deficit Funding Agreement) as follows:

- i.** Owner of the Pulte Property: 50%
- ii.** Owner of the NLV Property: 50%

B. The Developer agrees to make available to the District the monies necessary to fund its Funding Obligation hereunder within thirty (30) days of a written request by the District. Upon receipt, the funds shall be placed in the District's general checking account and used to fund the actual administrative and operations expenses of the District's O&M Budget.

C. The Developer additionally acknowledges the following:

- i.** The Developer's payment of its Funding Obligation pursuant to this Agreement in no way affects Developer's obligation to pay O&M Assessments levied on lands it owns within the District.
- ii.** The Funding Obligation payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments in the event of a funding deficit, a default hereunder, or for any other purpose in its sole discretion

SECTION 3. AMENDMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 4. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 5. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other, which consent shall not be unreasonably withheld; provided, however, Developer may assign this Agreement to Pulte upon Pulte becoming the successor-in-interest of all of the Pulte Property without obtaining the prior written consent of the District provided Pulte expressly assumes in writing all of Developer's obligations hereunder and Developer files notice of such assignment and assumption with the District.

SECTION 6. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 7. ATTORNEY'S FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 8. BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 9. APPLICABLE LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any action under this Agreement shall be in a state circuit court of competent jurisdiction in and for Osceola County, Florida.

SECTION 10. ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

[signature page to follow]

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

Attest:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____
Its: _____

NARCOOSSEE LAND VENTURES, LLC,
a Florida limited liability company

Witness

By: _____
Its: _____

EXHIBIT A: Legal Description of the Pulte Property

EXHIBIT A:
Legal Description of the Pulte Property

SECTION 2

DEFICIT FUNDING AGREEMENT
[FY 2025 – Phases 5, 6, & 7B]

This **Agreement** (“**Agreement**”) is made and entered into this August 7, 2024, by and between:

Live Oak Lake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida (“**District**”), and

Narcoossee Land Ventures, LLC, a Florida limited liability company, the owner and primary developer of lands within the District, and whose address is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701 (“**Developer**”). For purposes of this Agreement, the term “**NLV Property**” shall refer to that certain property within Phases 5, 6, and 7B as more particularly described in **Exhibit A** attached hereto.

Recitals

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Osceola County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the lands within the District which are currently undeveloped and/or under development consists of the NLV Property (i.e., Phases 5, 6, & 7B), and Phases 2D, 3, and 4 (“**Pulte Property**,”¹ and together with the NLV Property,” the “**Undeveloped Property**”); and

WHEREAS, the Developer is currently the owner of the NLV Property, which NLV Property benefits from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, on August 7, 2024, the Board of Supervisors (“**Board**”) of the District: (i) adopted the District’s operations and maintenance budget (“**O&M Budget**”) for the fiscal year ending September 30, 2025 (“**FY 2025**”) with expenditures in the amount of \$817,587; and (ii) levied special assessments (“**O&M Assessments**”) in the amount of \$484,532 and allocated \$106,135 in carryforward surplus (“**Carryforward Surplus**,” together with the O&M Assessments, the “**O&M Revenues**”) in order to fund the O&M Budget in part; and

¹ Developer currently owns the Pulte Property and entered into that certain Deficit Funding Agreement [FY 2025 – Phases 2D, 3, and 4] dated August 7, 2024, with the District (“**Pulte Property Deficit Funding Agreement**”). Developer is currently under contract to sell the Pulte Property to [Pulte ENTITY NAME] (“**Pulte**”), which closing is anticipated to occur in September 2024. Upon such closing, it’s anticipated Developer would assign its obligations under the Pulte Property Deficit Funding Agreement to Pulte.

WHEREAS, in lieu of the District levying additional O&M Assessments in order to fully fund the O&M Budget, the Developer has agreed to fund a portion of the difference, on an as-needed basis, between the amount of O&M Revenues and the lesser of (i) the total amount of the actual O&M Budget; or (ii) \$226,920 (“**O&M Deficit**”), as further provided in this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. FUNDING OBLIGATION.

A. Subject to the terms of this Agreement, the Developer agrees to fund fifty percent (50%) of any O&M Deficit (“**Funding Obligation**”). The Developer shall not be responsible for any O&M Deficit resulting from amendments to the O&M Budget unless the Developer approves of such amendments, which approval shall not be unreasonable withheld. The Developer acknowledges that the obligation to fund the O&M Deficit for FY 2025 will be shared among the landowner(s) of the NLV Property (pursuant to this Agreement) and the Pulte Property (pursuant to the Pulte Property Deficit Funding Agreement) as follows:

- i.** Owner of the NLV Property: 50%
- ii.** Owner of the Pulte Property: 50%

B. The Developer agrees to make available to the District the monies necessary to fund its Funding Obligation hereunder within thirty (30) days of a written request by the District. Upon receipt, the funds shall be placed in the District's general checking account and used to fund the actual administrative and operations expenses of the District's O&M Budget.

C. The Developer additionally acknowledges the following:

- i.** The Developer's payment of its Funding Obligation pursuant to this Agreement in no way affects Developer's obligation to pay O&M Assessments levied on lands it owns within the District.
- ii.** The Funding Obligation payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments in the event of a funding deficit, a default hereunder, or for any other purpose in its sole discretion

SECTION 3. AMENDMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 4. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 5. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other, which consent shall not be unreasonably withheld; provided, however, Developer may assign this Agreement to Pulte upon Pulte becoming the successor-in-interest of all of the NLV Property without obtaining the prior written consent of the District provided Pulte expressly assumes in writing all of Developer's obligations hereunder and Developer files notice of such assignment and assumption with the District.

SECTION 6. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 7. ATTORNEY'S FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 8. BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 9. APPLICABLE LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any action under this Agreement shall be in a state circuit court of competent jurisdiction in and for Osceola County, Florida.

SECTION 10. ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

[signature page to follow]

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

Attest:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____
Its: _____

NARCOOSSEE LAND VENTURES, LLC,
a Florida limited liability company

Witness

By: _____
Its: _____

EXHIBIT A: Legal Description of the Pulte Property

EXHIBIT A

Legal Description of the Pulte Property

SECTION D

SECTION 1

DIRECT COLLECTION AGREEMENT
[FY 2025 – Phases 2D, 3, & 4]

This **Agreement** (“**Agreement**”) is made and entered into as of this August 7, 2024, by and between:

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (hereinafter “**District**”), and

NARCOOSSEE LAND VENTURES, LLC, a Florida limited liability company, the owner and primary developer of lands within the District, and whose address is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701 (“**Property Owner**”). For purposes of this Agreement, the term “**Property**” shall refer to that certain property within Phases 2D, 3, & 4 as more particularly described in **Exhibit A** attached hereto (the “**Property**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by Osceola County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**FY 2025**”); and

WHEREAS, pursuant to sections 190.021 and 190.022, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District (“**O&M Assessments**”), and, regardless of imposition method, and pursuant to sections 190.021, 190.022, and 190.026, and Chapters 170 and 197, *Florida Statutes*, the District may collect such O&M Assessments by direct bill or on the tax roll; and

WHEREAS, Property Owner agrees that the O&M Assessments, which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal and binding liens upon the lands within the District; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method (“**Uniform Method**”) of levying, collecting and enforcing the O&M Assessments, and previously levied debt services assessments (“**Debt Assessments**”) if any (together, the “**Special Assessments**”), against the Property once platted and collect such Special Assessments on the Osceola County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the District’s Special Assessments prior to platting of the Property or in the event the Uniform Method is otherwise not available; and

WHEREAS, Property Owner desires to provide for the direct payment of the Special Assessments relating to the Property.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **VALIDITY OF SPECIAL ASSESSMENTS.** Property Owner agrees that the Special Assessments have been validly imposed and constitute valid, legal, and binding liens upon the lands within the District. Property Owner hereby waives and relinquishes any rights it may have to challenge, object to, or otherwise fail to pay such Special Assessments.

3. **COVENANT TO PAY.** Property Owner agrees to pay the O&M Assessments and its previously levied Debt Assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these Special Assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about September 15, 2024, indicating the exact amount of the O&M Assessments and Debt Assessments being certified for collection in FY 2025. If Property Owner does not pay such invoice in full on or prior to December 1, 2024, then to the extent permitted by law, Property Owner may pay the Special Assessments in several partial, deferred payments and according to the following schedule: (i) for O&M Assessments, 34% due no later than October 15, 2024, 33% due no later than January 1, 2026, and 33% due no later than March 1, 2026; and (ii) for Debt Assessments, 67% due no later than April 1, 2026, and 33% due no later than October 1, 2026. The District’s decision to collect Special Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Special Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

4. **ENFORCEMENT.** This Agreement shall serve as an alternative method for collection of the Special Assessments. This Agreement shall not affect the District’s ability to collect and

enforce its Special Assessments by any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the Special Assessments may result in the initiation of a foreclosure action, or, at the District's sole discretion, delinquent assessments may be certified for collection on a future Osceola County tax bill. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for FY 2025, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the Special Assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

5. **NOTICE.** All notices, payments and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner: Narcoossee Land Ventures, LLC
370 CenterPointe Circle, Suite 1136
Altamonte Springs, Florida 32701
Attn: Amanda Caruso

If to the District: Live Oak Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

6. **AMENDMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

7. **AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the

requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other, which consent shall not be unreasonable withheld; provided however, that Property Owner may assign this Agreement to [Pulte Entity Name] (“Pulte”) upon Pulte becoming the successor-in-interest of all of the Property without obtaining the prior written consent of the District provided Pulte expressly assumes in writing all of Property Owner’s obligations hereunder and Property Owner files notice of such assignment and assumption with the District.

9. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

10. **ATTORNEYS’ FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

12. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. **NEGOTIATION AT ARM’S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

14. **EFFECTIVE DATE.** The Agreement shall take effect as of August 7, 2024.

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

Attest:

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Its: _____

NARCOOSSEE LAND VENTURES, LLC,
a Florida limited liability company

Witness

By: _____
Name: _____
Title: _____

EXHIBIT A
Description of the Property

SECTION 2

DIRECT COLLECTION AGREEMENT
[FY 2025 – Phases 5, 6, & 7B]

This **Agreement** (“**Agreement**”) is made and entered into as of this August 7, 2024, by and between:

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida (hereinafter “**District**”), and

NARCOOSSEE LAND VENTURES, LLC, a Florida limited liability company, the owner and primary developer of lands within the District, and whose address is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701 (“**Property Owner**”). For purposes of this Agreement, the term “**Property**” shall refer to that certain property within Phases 5, 6, and 7B as more particularly described in **Exhibit A** attached hereto (the “**Property**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by Osceola County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**FY 2025**”); and

WHEREAS, pursuant to sections 190.021 and 190.022, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District (“**O&M Assessments**”), and, regardless of imposition method, and pursuant to sections 190.021, 190.022, and 190.026, and Chapters 170 and 197, *Florida Statutes*, the District may collect such O&M Assessments by direct bill or on the tax roll; and

WHEREAS, Property Owner agrees that the O&M Assessments, which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal and binding liens upon the lands within the District; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method (“**Uniform Method**”) of levying, collecting and enforcing the O&M Assessments, and previously levied debt services assessments (“**Debt Assessments**”) if any (together, the “**Special Assessments**”), against the Property once platted and collect such Special Assessments on the Osceola County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the District’s Special Assessments prior to platting of the Property or in the event the Uniform Method is otherwise not available; and

WHEREAS, Property Owner desires to provide for the direct payment of the Special Assessments relating to the Property.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **VALIDITY OF SPECIAL ASSESSMENTS.** Property Owner agrees that the Special Assessments have been validly imposed and constitute valid, legal, and binding liens upon the lands within the District. Property Owner hereby waives and relinquishes any rights it may have to challenge, object to, or otherwise fail to pay such Special Assessments.

3. **COVENANT TO PAY.** Property Owner agrees to pay the O&M Assessments and its previously levied Debt Assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these Special Assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about September 15, 2024, indicating the exact amount of the O&M Assessments and Debt Assessments being certified for collection in FY 2025. If Property Owner does not pay such invoice in full on or prior to December 1, 2024, then to the extent permitted by law, Property Owner may pay the Special Assessments in several partial, deferred payments and according to the following schedule: (i) for O&M Assessments, 34% due no later than October 15, 2024, 33% due no later than January 1, 2026, and 33% due no later than March 1, 2026; and (ii) for Debt Assessments, 67% due no later than April 1, 2026, and 33% due no later than October 1, 2026. The District’s decision to collect Special Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Special Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

4. **ENFORCEMENT.** This Agreement shall serve as an alternative method for collection of the Special Assessments. This Agreement shall not affect the District’s ability to collect and

enforce its Special Assessments by any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the Special Assessments may result in the initiation of a foreclosure action, or, at the District's sole discretion, delinquent assessments may be certified for collection on a future Osceola County tax bill. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for FY 2025, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the Special Assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

5. **NOTICE.** All notices, payments and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner: Narcoossee Land Ventures, LLC
370 CenterPointe Circle, Suite 1136
Altamonte Springs, Florida 32701
Attn: Amanda Caruso

If to the District: Live Oak Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

6. **AMENDMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

7. **AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the

requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other, which consent shall not be unreasonable withheld.

9. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

10. **ATTORNEYS' FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

12. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. **NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

14. **EFFECTIVE DATE.** The Agreement shall take effect as of August 7, 2024.

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

Attest:

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Its: _____

NARCOOSSEE LAND VENTURES, LLC,
a Florida limited liability company

Witness

By: _____
Name: _____
Title: _____

EXHIBIT A
Description of the Property

SECTION VI

Twin Lakes Phase 7B
Live Oak Lake CDD Acquisition/BOS Costs



Date: June 25, 2024
 Updated:

ITEM	DESCRIPTION	Costs
	EARTHWORK	\$ 29,329.20
	SANITARY SEWER SYSTEM	\$ 524,427.75
	POTABLE WATER DISTRIBUTION SYSTEM	\$ 431,505.00
	RECLAIMED WATER DISTRIBUTION SYSTEM	\$ 288,554.50
	OUC ELECTRICAL	\$ 257,501.85
	ROADWAYS	\$ 894,314.14
	STORM DRAINAGE (Excludes Ponds)	\$ 561,199.00
	GRAND TOTAL	\$ 2,986,831.44

REQUEST FOR PAYMENT

To: NARCOOSSEE LAND VENTURES, LLC
 283 CRANES ROOST BLVD
 SUITE 250
 ALTAMONTE SPRINGS, FL 32701

Project: 2148-
 TWIN LAKES PH.7 B

Period Ending Date: 6/30/2024

Invoice: 130078

Draw: 9

From: Jr. Davis Construction Co., Inc.
 210 Hangar Road
 Kissimmee, FL 34741

Engineer: Dewberry Engineers, Inc.

Invoice Date: 6/30/2024

Contract Date: 8/23/2023

Contract For: Contract # 1802_0007 06

Request for payment:

Original Contract Amount	\$2,925,456.54	
Approved Changes	\$266,508.60	
Revised contract amount		\$3,191,965.14
Contract completed to date		\$3,150,264.64
Add-ons to date	\$0.00	
Taxes to date	\$0.00	
Less Retainage	\$0.00	
Total completed less retainage		\$3,150,264.64
Less previous requests	\$2,835,238.11	
Current request for payment		\$315,026.53
Current billing		\$0.00
Current additional charges	\$0.00	
Current tax	\$0.00	
Less current retainage	(\$315,026.53)	
Current amount due		\$315,026.53
Remaining contract to bill	\$41,700.50	

ENGINEERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$315,026.53

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the continuation Sheet that are changed to conform to the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	\$266,508.60	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$266,508.60	\$0.00
NET CHANGES By Change Order	\$266,508.60	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

Contractor: Jr. Davis Construction Co., Inc.

State of: Florida

County of: Osceola

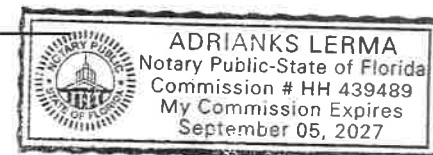
By: *Kristy Kelley*

Subscribed and sworn to before me this 19TH day of JUNE, 2024

Date: 6/19/24

Notary Public: *A-L*

My Commission expires: 9/5/27



REQUEST FOR PAYMENT DETAIL

Project: 2148- TWIN LAKES PH.7 B

Invoice:

Period Ending Date: 06/30/24

Detail Page 2 of 5 Pages

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9

Application Date : 06/30/24

To:

Architect's Project No.:

0.00 0.00

Item ID	Description	Quantity	Unit	Unit Price	Total Contract Amount	Previously Completed		This Period		Complete to Date		% Comp
						Units	Amount	Units	Amount	Units	Amount	
01	General Conditions	4.00			78,200.00	4.00	78,200.00	0.00	0.00	4.00	78,200.00	100.00%
10	Mobilization (7B)	1.00	LS	13,000.00	13,000.00	1.00	13,000.00	0.00	0.00	1.00	13,000.00	100.00%
20	Construction Survey / Layout (7B)	1.00	LS	28,000.00	28,000.00	1.00	28,000.00	0.00	0.00	1.00	28,000.00	100.00%
30	Certified Asbuilts (7B)	1.00	LS	10,000.00	10,000.00	1.00	10,000.00	0.00	0.00	1.00	10,000.00	100.00%
40	Geo-Technical Testing (7B)	1.00	LS	27,200.00	27,200.00	1.00	27,200.00	0.00	0.00	1.00	27,200.00	100.00%
02	Site Preparation	6,925.00			22,440.00	6,925.00	22,440.00	0.00	0.00	6,925.00	22,440.00	100.00%
50	Silt Fence Maintenance (7B)	6,900.00	LF	2.60	17,940.00	6,900.00	17,940.00	0.00	0.00	6,900.00	17,940.00	100.00%
60	Inlet Protection (7B)	25.00	EA	180.00	4,500.00	25.00	4,500.00	0.00	0.00	25.00	4,500.00	100.00%
03	Earthwork	116,152.00			124,816.15	113,222.00	97,713.65	0.00	0.00	113,222.00	97,713.65	78.29%
70	Grade Right-of-Way (7B)	8,253.00	SY	2.50	20,632.50	8,253.00	20,632.50	0.00	0.00	8,253.00	20,632.50	100.00%
80	Grade Lots (7B)	107.00	EA	205.00	21,935.00	107.00	21,935.00	0.00	0.00	107.00	21,935.00	100.00%
90	Grade Tracts (7B)	8,563.00	SY	0.95	8,134.85	8,563.00	8,134.85	0.00	0.00	8,563.00	8,134.85	100.00%
100	Bahia Sod Tracts (7B)	3,719.00	SY	3.50	13,016.50	3,719.00	13,016.50	0.00	0.00	3,719.00	13,016.50	100.00%
110	Bahia Sod Right-of-Way (7B)	1,944.00	SY	3.50	6,804.00	1,944.00	6,804.00	0.00	0.00	1,944.00	6,804.00	100.00%
120	St Augustine Sod Rec Areas (7B)	2,930.00	SY	9.25	27,102.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
130	Seed & Mulch Right-of-Way (7B)	6,309.00	SY	0.30	1,892.70	6,309.00	1,892.70	0.00	0.00	6,309.00	1,892.70	100.00%
140	Seed & Mulch Lots & Tracts (7B)	84,327.00	SY	0.30	25,298.10	84,327.00	25,298.10	0.00	0.00	84,327.00	25,298.10	100.00%
04	Sanitary Sewer System	3,290.00			524,427.75	3,290.00	524,427.75	0.00	0.00	3,290.00	524,427.75	100.00%
150	SS: 8" SDR35 PVC (0-6' Cut)	1,193.00	LF	38.25	45,632.25	1,193.00	45,632.25	0.00	0.00	1,193.00	45,632.25	100.00%
160	SS: 8" SDR35 PVC (6-8' Cut)	558.00	LF	67.50	37,665.00	558.00	37,665.00	0.00	0.00	558.00	37,665.00	100.00%
170	SS: 8" SDR35 PVC (8-10' Cut)	292.00	LF	71.75	20,951.00	292.00	20,951.00	0.00	0.00	292.00	20,951.00	100.00%
180	SS: 8" SDR26 PVC (10-12' Cut)	658.00	LF	83.00	54,614.00	658.00	54,614.00	0.00	0.00	658.00	54,614.00	100.00%
190	SS: 8" SDR26 PVC (12-14' Cut)	481.00	LF	93.50	44,973.50	481.00	44,973.50	0.00	0.00	481.00	44,973.50	100.00%
200	SS: 4' Diameter Sanitary Manhole (0-6' Deep)	4.00	EA	10,420.00	41,680.00	4.00	41,680.00	0.00	0.00	4.00	41,680.00	100.00%
210	SS: 4' Diameter Sanitary Manhole (6-8' Deep)	3.00	EA	11,400.00	34,200.00	3.00	34,200.00	0.00	0.00	3.00	34,200.00	100.00%
220	SS: 4' Diameter Sanitary Manhole (8-10' Deep)	1.00	EA	13,422.00	13,422.00	1.00	13,422.00	0.00	0.00	1.00	13,422.00	100.00%
230	SS: 4' Diameter Sanitary Manhole (10-12' Deep)	2.00	EA	14,640.00	29,280.00	2.00	29,280.00	0.00	0.00	2.00	29,280.00	100.00%
240	SS: 5' Diameter Sanitary Manhole (12-14' Deep)	3.00	EA	21,230.00	63,690.00	3.00	63,690.00	0.00	0.00	3.00	63,690.00	100.00%

REQUEST FOR PAYMENT DETAIL

Project: 2148- TWIN LAKES PH.7 B

Invoice:

Period Ending Date: 06/30/24

Detail Page 3 of 5 Pages

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9

Application Date : 06/30/24

To:

Architect's Project No.:

0.00 0.00

Item ID	Description	Quantity	Unit	Unit Price	Total Contract Amount	Previously Completed		This Period		Complete to Date		% Comp
						Units	Amount	Units	Amount	Units	Amount	
250	SS: Single Sanitary Service	93.00	EA	1,240.00	115,320.00	93.00	115,320.00	0.00	0.00	93.00	115,320.00	100.00%
260	SS: Connect To PH-7A MH's	2.00	EA	11,500.00	23,000.00	2.00	23,000.00	0.00	0.00	2.00	23,000.00	100.00%
05	Storm Drainage System	2,411.00			561,199.00	2,411.00	561,199.00	0.00	0.00	2,411.00	561,199.00	100.00%
270	STRM: 15" Class III RCP	702.00	LF	91.00	63,882.00	702.00	63,882.00	0.00	0.00	702.00	63,882.00	100.00%
280	STRM: 18" Class III RCP	421.00	LF	120.00	50,520.00	421.00	50,520.00	0.00	0.00	421.00	50,520.00	100.00%
290	STRM: 24" Class III RCP	467.00	LF	128.00	59,776.00	467.00	59,776.00	0.00	0.00	467.00	59,776.00	100.00%
300	STRM: 30" Class III RCP	325.00	LF	170.00	55,250.00	325.00	55,250.00	0.00	0.00	325.00	55,250.00	100.00%
310	STRM: 36" Class III RCP	359.00	LF	234.00	84,006.00	359.00	84,006.00	0.00	0.00	359.00	84,006.00	100.00%
320	STRM: 42" Class III RCP	110.00	LF	296.00	32,560.00	110.00	32,560.00	0.00	0.00	110.00	32,560.00	100.00%
330	STRM: Type P-5 Curb Inlet <10'	6.00	EA	6,900.00	41,400.00	6.00	41,400.00	0.00	0.00	6.00	41,400.00	100.00%
340	STRM: Type P-6 Curb Inlet <10'	17.00	EA	7,560.00	128,520.00	17.00	128,520.00	0.00	0.00	17.00	128,520.00	100.00%
350	STRM: Type J-6 Curb Inlet >10'	2.00	EA	14,740.00	29,480.00	2.00	29,480.00	0.00	0.00	2.00	29,480.00	100.00%
360	STRM: Type P-7/8 Storm Manhole <10'	1.00	EA	4,980.00	4,980.00	1.00	4,980.00	0.00	0.00	1.00	4,980.00	100.00%
370	STRM: Type J-7/8 Storm Manhole <10'	1.00	EA	10,825.00	10,825.00	1.00	10,825.00	0.00	0.00	1.00	10,825.00	100.00%
06	Potable Water System	4,193.00			431,505.00	4,193.00	431,505.00	0.00	0.00	4,193.00	431,505.00	100.00%
380	WM: Connect To Existing	4.00	EA	3,190.00	12,760.00	4.00	12,760.00	0.00	0.00	4.00	12,760.00	100.00%
390	WM: 8" C900 DR18 PVC Water Main	4,080.00	LF	49.25	200,940.00	4,080.00	200,940.00	0.00	0.00	4,080.00	200,940.00	100.00%
400	WM: 8" DI Fittings w/ Restraints	1.00	LS	14,895.00	14,895.00	1.00	14,895.00	0.00	0.00	1.00	14,895.00	100.00%
410	WM: 8" MJ Gate Valve	20.00	EA	2,350.00	47,000.00	20.00	47,000.00	0.00	0.00	20.00	47,000.00	100.00%
420	WM: Fire Hydrant Assembly	7.00	EA	6,420.00	44,940.00	7.00	44,940.00	0.00	0.00	7.00	44,940.00	100.00%
430	WM: Standard Blow Off Assy	2.00	EA	2,370.00	4,740.00	2.00	4,740.00	0.00	0.00	2.00	4,740.00	100.00%
440	WM: Auto Blow Off Assy (If Required)	1.00	EA	9,675.00	9,675.00	1.00	9,675.00	0.00	0.00	1.00	9,675.00	100.00%
450	WM: Double Water Service	39.00	EA	1,485.00	57,915.00	39.00	57,915.00	0.00	0.00	39.00	57,915.00	100.00%
460	WM: Single Water Service	29.00	EA	910.00	26,390.00	29.00	26,390.00	0.00	0.00	29.00	26,390.00	100.00%
470	WM: PW Sample Point	10.00	EA	1,225.00	12,250.00	10.00	12,250.00	0.00	0.00	10.00	12,250.00	100.00%
07	Reuse Water System	3,976.00			288,554.50	3,976.00	288,554.50	0.00	0.00	3,976.00	288,554.50	100.00%
480	RM: Connect To Existing	4.00	EA	3,020.00	12,080.00	4.00	12,080.00	0.00	0.00	4.00	12,080.00	100.00%
490	RM: 4" C900 DR18 PVC Reuse Main	3,550.00	LF	28.95	102,772.50	3,550.00	102,772.50	0.00	0.00	3,550.00	102,772.50	100.00%
500	RM: 4" DI Fittings w/ Restraints	1.00	LS	21,875.00	21,875.00	1.00	21,875.00	0.00	0.00	1.00	21,875.00	100.00%

Grand Totals			3,191,965.14	3,150,264.64		0.00	3,150,264.64	98.69%
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**CONDITIONAL
WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT**

The undersigned lienor, in consideration of the sum of **\$315,026.53**, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through **June 30, 2024** to **Narcoossee Land Ventures, LLC**, on the job of **Narcoossee Land Ventures, LLC**, to the following described property:

**Twin Lakes Ph. 7B
Contract #1802_0007 06
Osceola County, Florida**

This release is contingent upon receipt by the undersigned of the consideration specified above and upon full collection by the undersigned of any and all checks, drafts and instruments given in payment for labor, services or materials on the job.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified or any pending change orders.

DATED on: 6/19/24

JR DAVIS CONSTRUCTION COMPANY, INC.
210 HANGAR ROAD
KISSIMMEE, FL 34741

Kristy Kelley
Kristy Kelley, Secretary

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 19TH day of JUNE 2024, by Kristy Kelley as Secretary of Jr. Davis Construction Company, Inc., on behalf of the corporation. Who is:

Personally known
 Produced Identification
Type of Identification Produced _____



Adrianks Lerma
NOTARY PUBLIC
My Commission Expires 9/5/27

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Narcoossee Land Ventures, LLC**, a Florida limited liability company, whose address for purposes hereof is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Live Oak Lake Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 219 E. Livingston Street, Orlando, Florida 32801, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

Phase 7B Utilities: All water, reclaim water, and wastewater facilities from the points of delivery or connection to the point of delivery or connection including the potable water system, fire protection lines and hydrants, wastewater manholes, sewer lines, and publicly owned reclaim mains for the development of Twin Lakes Phase 7B, located in the public rights-of-way known as Buttonsage Drive, Panorama Lane, Dusky Wing Lane, Springrise Drive, Wild Olive Drive, and Twinberry Drive as further described in the legal description attached hereto as **Attachment A**.

All being more particularly described in the highlighted portions of that certain As-Built Survey of Twin Lakes Phase 7B dated 5/9/2024, prepared by William P. Hinkle, PSM.

ALSO INCLUDING

Phase 7B Electrical: All electrical conduit from the points of delivery or connection to the point of delivery or connection including the electrical and lighting conduit for the development of Twin Lakes Phase 7B, located on portions of the real property described as follows: (i) the public rights-of-way known as Buttonsage Drive, Panorama Lane, Dusky Wing Lane, Springrise Drive, Wild Olive Drive, and Twinberry Drive as further described in the legal description attached hereto as **Attachment A (“Rights-of-Way”)**; and also included (ii) that certain ten (10) foot wide non-exclusive utility and drainage easement running adjacent to the Rights-of-Way.

ALSO INCLUDING

Phase 7B ROW: Roadway improvements including paving, curb, gutter, storm piping, and sidewalks constructed in and for the development of Twin Lakes Phase 7B, located in the public rights-of-way known as Buttonsage Drive, Panorama Lane, Dusky Wing Lane, Springrise Drive, Wild Olive Drive, and Twinberry Drive as further described in the legal description attached hereto as **Attachment A**.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name on _____, 2024.

Signed, sealed and delivered
in the presence of:

NARCOOSSEE LAND VENTURES, LLC,
a Florida limited liability company

Witnessed:

By: _____

Print Name: _____

Print Title: _____

Print Name: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged, before me, by means of physical presence or online notarization, this _____ day of _____, 2024, by _____ as _____ of Narcoossee Land Ventures, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced _____ as identification.

Witness my hand and official seal this _____ day of _____, 2024.

Notary Public

Personally known: _____

Produced Identification: _____

Type of Identification: _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Live Oak Lake Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 219 E. Livingston Street, Orlando, Florida 32801, for good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto Osceola County, Florida, a political subdivision of the State of Florida (“**County**”), the following described property, assets and rights, to-wit:

Phase 7B ROW: Roadway improvements including paving, curb, gutter, storm piping, and sidewalks constructed in and for the development of Twin Lakes Phase 7B, located in the public rights-of-way known as Buttonsage Drive, Panorama Lane, Dusky Wing Lane, Springrise Drive, Wild Olive Drive, and Twinberry Drive as further described in the legal description attached hereto as **Attachment A**.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name on _____, 2024.

Signed, sealed and delivered
in the presence of:

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

By: _____
Print Name: M. Scott Stearns
Print Title: Chairperson

Witnessed:

Print Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged, before me, by means of physical presence or online notarization, on _____, 2024, by M. Scott Stearns as Chairperson of the Board of Supervisors of the Live Oak Lake Community Development District Board, on behalf of the District, who is personally known to me or produced _____ as identification.

Witness my hand and official seal this _____ day of _____, 2024.

Notary Public

Personally known: _____

Produced Identification: _____

Type of Identification: _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Live Oak Lake Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 219 E. Livingston Street, Orlando, Florida 32801, for good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto **Orlando Utility Commission (“OUC”)**, the following described property, assets and rights, to-wit:

Phase 7B Electrical: All electrical conduit from the points of delivery or connection to the point of delivery or connection including the electrical and lighting conduit for the development of Twin Lakes Phase 7B, located on portions of the real property described as follows: (i) the public rights-of-way known as Buttonsage Drive, Panorama Lane, Dusky Wing Lane, Springrise Drive, Wild Olive Drive, and Twinberry Drive as further described in the legal description attached hereto as **Attachment A (“Rights-of-Way”)**; and also included (ii) that certain ten (10) foot wide non-exclusive utility and drainage easement running adjacent to the Rights-of-Way.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[signature contained on following page]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name on _____, 2024.

Signed, sealed and delivered
in the presence of:

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

By: _____
Print Name: M. Scott Stearns
Print Title: Chairperson

Witnessed:

Print Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged, before me, by means of physical presence or online notarization, on _____, 2024, by M. Scott Stearns as Chairperson of the Board of Supervisors of the Live Oak Lake Community Development District Board, on behalf of the District, who is personally known to me or produced _____ as identification.

Witness my hand and official seal this _____ day of _____, 2024.

Notary Public

Personally known: _____

Produced Identification: _____

Type of Identification: _____

Toho Project Name: Twin Lakes Phase 7B
Toho Project #: 220179

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Live Oak Lake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**Seller**”), for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by the Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature (“**Toho**”), has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto Toho, its successors and assigns, all the goods, rights, title, interests, chattels and properties owned by Seller which are used or held for use by Seller exclusively in connection with those water and/or wastewater systems of Seller located on the property described on **Exhibit “A”** attached hereto and incorporated herein by this reference, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities (collectively the “Utility System”) constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services. The assets being conveyed hereunder shall hereinafter be referred to as the “Utility Assets.”

TO HAVE AND TO HOLD the same unto Toho, its successors and assigns to its and their own use and benefit forever, from and after the date hereof.

Seller represents and warrants to Toho that (i) Seller is the sole owner of and has good and marketable title to the Utility Assets, free and clear of all liens, encumbrances, claims and demands; (ii) Seller has not previously sold or assigned the Utility Assets to any other party; and (iii) Seller will freely and fully warrant and defend the Utility Assets against the lawful claims of any person claiming by, through, or under the Seller.

Seller hereby assigns any and all warranties and guaranties it possesses from any third parties relating to the construction and/or installation of the Utility Assets, to the extent such warranties and guaranties are assignable.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Seller has caused this instrument to be executed as of the date and year written below.

SELLER:

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT, a special-purpose local government created and existing pursuant to Chapter 190, Florida Statutes

By: _____

Printed Name: M. Scott Stearns

Title: Chairperson, Board of Supervisors

Address: 219 E. Livingston Street

Orlando, FL 32801

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by M. Scott Stearns, as Chairperson of the Board of Supervisors of the Live Oak Lake Community Development District, a special-purpose local government created and existing pursuant to Chapter 190, Florida Statutes, who is personally known to me or has produced _____ as identification.

(Stamp below)

Notary Public

Printed Name: _____

My Commission No. _____

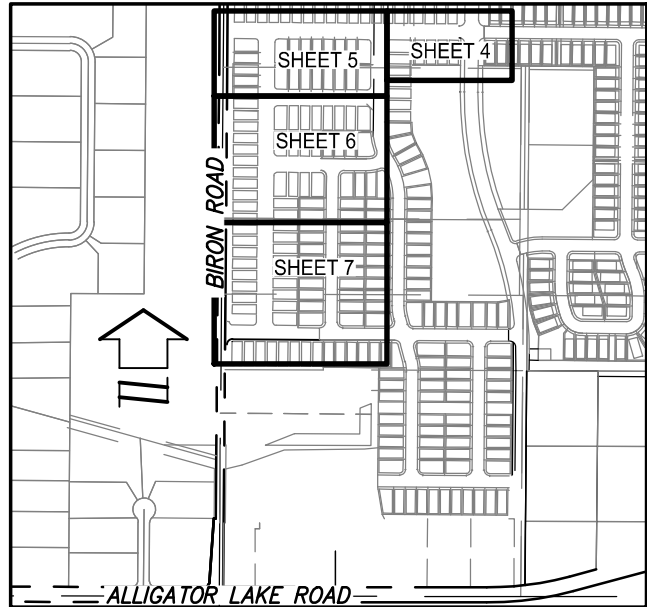
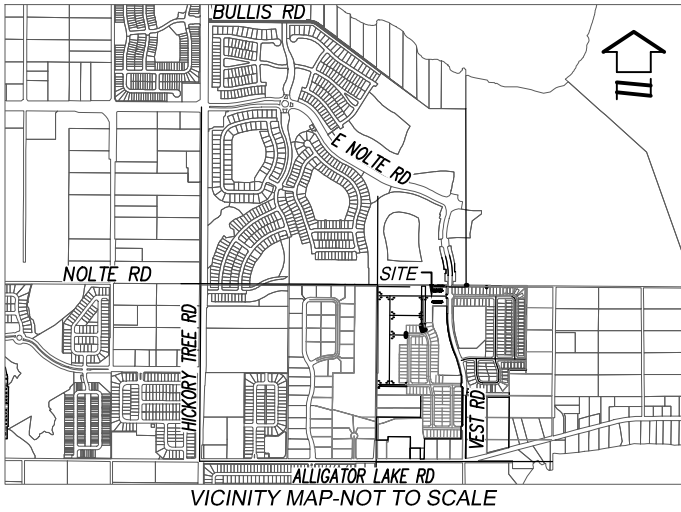
My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

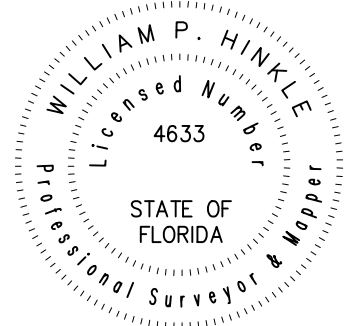
The public rights-of-way known as Buttonsage Drive, Panorama Lane, Dusky Wing Lane, Springrise Drive, Wild Olive Drive, and Twinberry Drive as further described in the legal description attached hereto as **Attachment A**.

ATTACHMENT A-1
(SKETCH & LEGAL DESCRIPTION
OF THE PHASE 7B ROWS)



SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF TRACT OSN-08, TWIN LAKES CONNECTOR ROAD PER PLAT BOOK 30, PAGES 186-193, AS BEING N00°26'14"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM LS 4633, ON 05/20/2024 PER FAC 5J-17.062(2).



WILLIAM P. HINKLE
 FLORIDA LICENSED SURVEYOR & MAPPER
 NO. LS 4633
 NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 8

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

TWIN LAKES PHASE 7B

SECTION 20, TOWNSHIP 26 SOUTH,
 RANGE 31 EAST

OSCEOLA COUNTY

FLORIDA



131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

NARCOOSSEE LAND
 VENTURES, LLC

DATE: 05/09/24
 REV DATE:
 SCALE: N/A

PROJ: 50114403
 DRAWN BY: SCC
 CHECKED BY: WPH

LEGAL DESCRIPTION:

A PORTION OF TRACT FD-3, TWIN LAKES CONNECTOR ROAD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 186-193, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING LOCATED IN SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT OSN-8 AS SHOWN ON SAID PLAT, THENCE RUN S00°26'14"W, A DISTANCE OF 52.00 FEET; THENCE N89°33'46"W, A DISTANCE OF 298.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S45°26'14"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S00°26'14"W, A DISTANCE OF 359.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 274.05 FEET, A CENTRAL ANGLE OF 19°59'12", A CHORD BEARING OF S09°33'22"E AND A CHORD DISTANCE OF 95.11 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.60 FEET TO THE END OF SAID CURVE; THENCE S70°26'51"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 52.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.94 FEET, A CENTRAL ANGLE OF 19°59'38", A CHORD BEARING OF N09°33'23"W AND A CHORD DISTANCE OF 113.16 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.74 FEET TO THE POINT OF TANGENCY; THENCE N00°26'14"E, A DISTANCE OF 67.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N44°33'46"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N89°33'46"W, A DISTANCE OF 390.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S45°26'14"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S00°26'14"W, A DISTANCE OF 190.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S44°33'46"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S89°33'47"E, A DISTANCE OF 190.00 FEET THENCE S00°26'14"W, A DISTANCE OF 52.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN N89°33'46"W, A DISTANCE OF 190.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S45°26'14"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S00°26'14"W, A DISTANCE OF 640.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S44°33'46"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S89°33'46"E, A DISTANCE OF 190.00 FEET; THENCE S00°26'14"W, A DISTANCE OF 52.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN N89°33'46"W, A DISTANCE OF 380.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S45°26'14"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE N00°26'14"E, A DISTANCE OF 102.00 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S44°33'46"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S89°33'46"E, A DISTANCE OF 88.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N45°26'15"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°26'16"14"E, A DISTANCE OF 1224.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N44°33'36"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N89°33'46"W, A DISTANCE OF 88.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S45°26'14"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; N00°26'15"E, A DISTANCE OF 101.81 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°33'42", A CHORD BEARING OF S44°46'55"E AND A CHORD DISTANCE OF 35.22 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.08 FEET TO THE POINT OF TANGENCY; THENCE S89°33'46"E, A DISTANCE OF 981.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 306,381 SQUARE FEET OR 7.03 ACRES MORE OR LESS.

CONTINUED ON SHEET 3

SHEET 2 OF 8

(SEE SHEETS 4-7 FOR SKETCH OF DESCRIPTION)
(SEE SHEET 8 FOR LINE AND CURVE TABLE)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

TWIN LAKES PHASE 7B

SECTION 20, TOWNSHIP 26 SOUTH,
RANGE 31 EAST

OSCEOLA COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

NARCOOSSEE LAND
VENTURES, LLC

DATE: 05/09/24
REV DATE:
SCALE: N/A

PROJ: 50114403
DRAWN BY: SCC
CHECKED BY: WPH

Drawing name: C:\autosave\acPublish\170921\Twin Lakes Phase 7B_sursketch.dwg SHEET 3--SKETCH May 20, 2024 2:37pm by: mphillips

LEGAL DESCRIPTION:

LESS AND EXCEPT:

A PORTION OF TRACT FD-3, TWIN LAKES CONNECTOR ROAD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 186-193, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING LOCATED IN SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT OSN-8 AS SHOWN ON SAID PLAT; THENCE RUNS00°26'14"W, ALONG THE WESTERLY RIGHT OF WAY LINE OF GARDEN GREEN TRAIL (R/W VARIES) AS SHOWN ON SAID PLAT, A DISTANCE OF 52.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN N89°33'46"W, A DISTANCE OF 298.83 FEET TO A POINT OF CURVATURE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S45°26'14"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE N89°33'46"W, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING; THENCE S00°26'14"W, A DISTANCE OF 190.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S45°26'14"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N89°33'46"W, A DISTANCE OF 390.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N44°33'46"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N00°26'14"E, A DISTANCE OF 190.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N45°26'14"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S89°33'46"E, A DISTANCE OF 390.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S44°33'46"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 105,063 SQUARE FEET OR 2.41 ACRES MORE OR LESS.

SHEET 3 OF 8

(SEE SHEETS 4-7 FOR SKETCH OF DESCRIPTION)
(SEE SHEET 8 FOR LINE AND CURVE TABLE)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

TWIN LAKES PHASE 7B

SECTION 20, TOWNSHIP 26 SOUTH,
RANGE 31 EAST

OSCEOLA COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

NARCOOSSEE LAND
VENTURES, LLC

DATE: 05/09/24

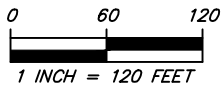
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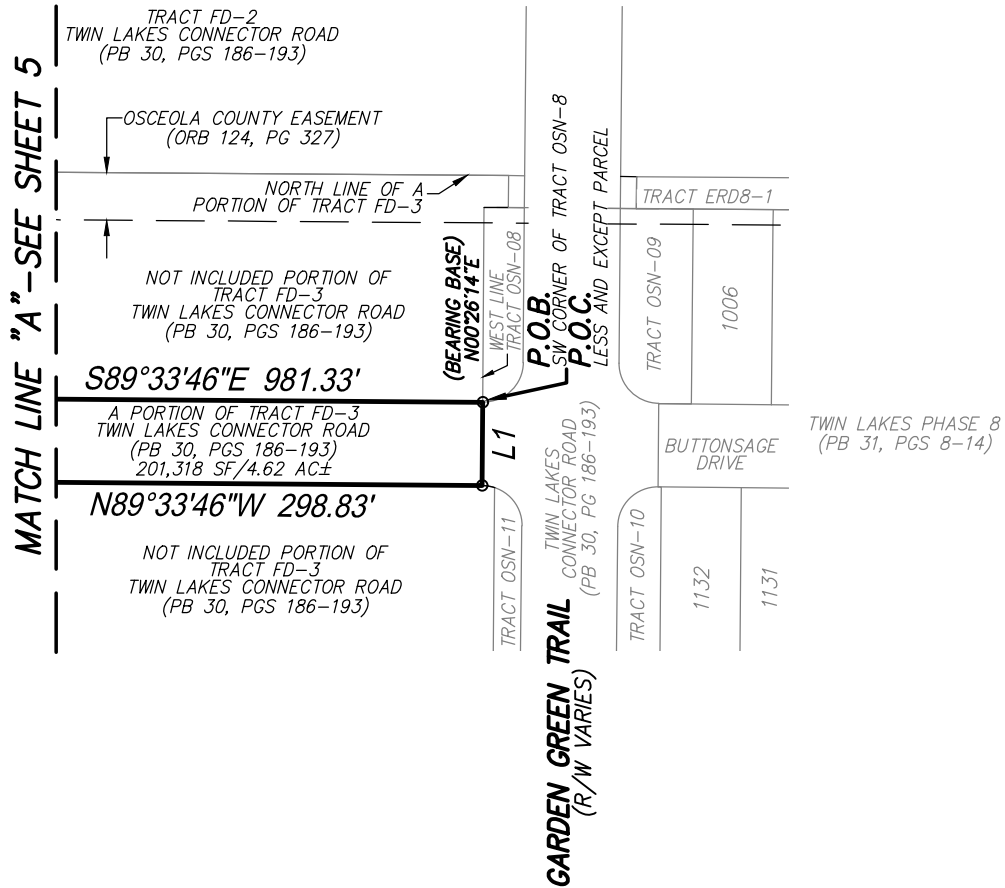
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CHECKED BY: WPH



LEGEND:

- LINE BREAK
- PC POINT OF CURVATURE
- PNT POINT OF NON-TANGENCY
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- PB PLAT BOOK
- PG(S) PAGE(S)
- SF SQUARE FEET
- AC ACRES
- ORB OFFICIAL RECORDS BOOK
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- CHANGE IN DIRECTION
- NOTHING SET OR FOUND



SHEET 4 OF 8

(SEE SHEETS 2-3 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 8 FOR LINE AND CURVE TABLE)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

TWIN LAKES PHASE 7B

SECTION 20, TOWNSHIP 26 SOUTH,
RANGE 31 EAST

OSCEOLA COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

NARCOOSSEE LAND
VENTURES, LLC

DATE: 05/09/24

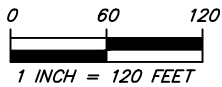
REV DATE:

SCALE: 1" = 120'

PROJ: 50114403

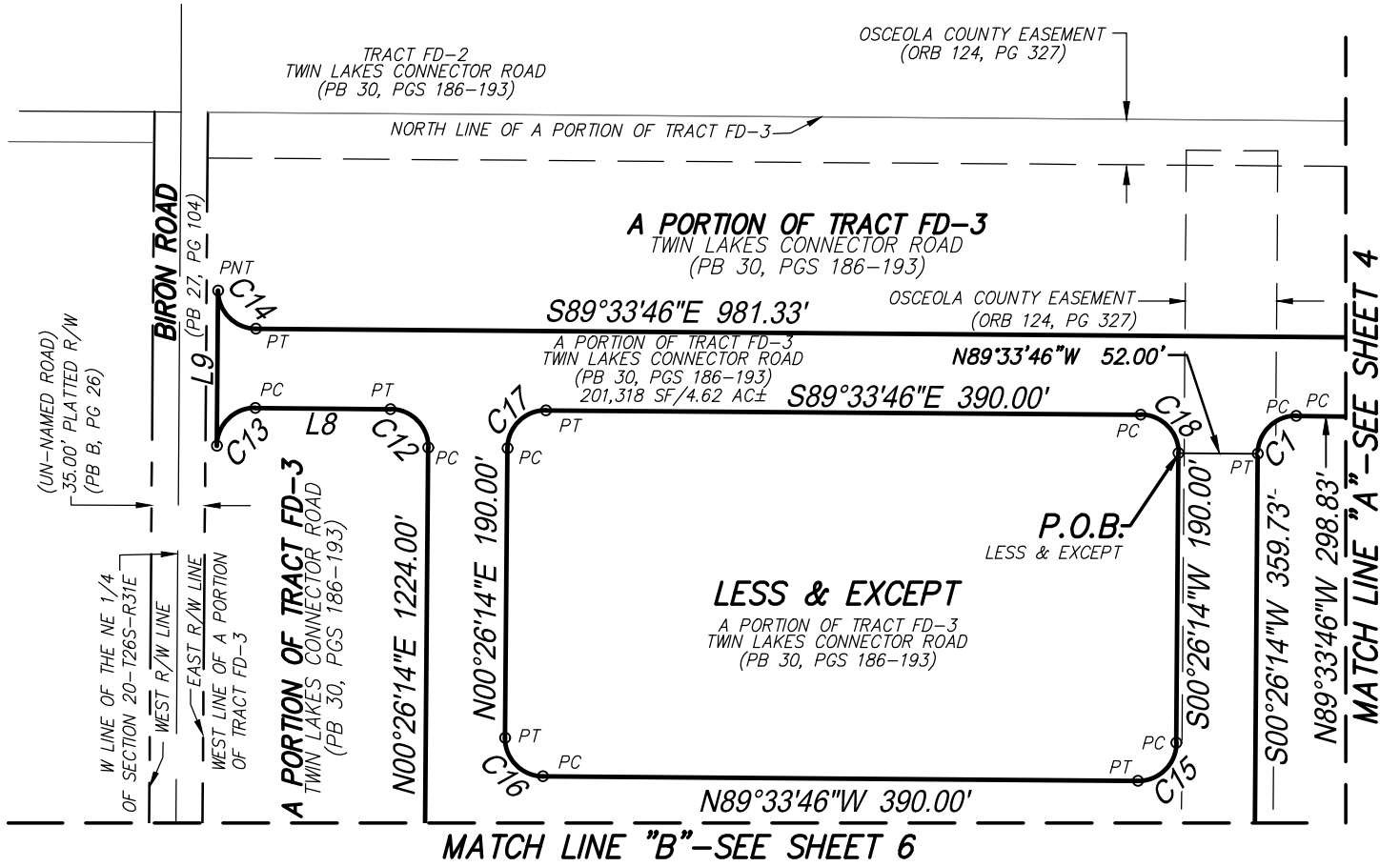
DRAWN BY: SCC

CHECKED BY: WPH



LEGEND:

- LINE BREAK
- PC POINT OF CURVATURE
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- R/W RIGHT OF WAY
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- PG(S) PAGE(S)
- SF SQUARE FEET
- AC ACRES
- ORB OFFICIAL RECORDS BOOK
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- CHANGE IN DIRECTION
NOTHING SET OR FOUND



SHEET 5 OF 8

(SEE SHEETS 2-3 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 8 FOR LINE AND CURVE TABLE)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

TWIN LAKES PHASE 7B

SECTION 20, TOWNSHIP 26 SOUTH,
RANGE 31 EAST

OSCEOLA COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

NARCOOSSEE LAND
VENTURES, LLC

DATE: 05/09/24

REV DATE:

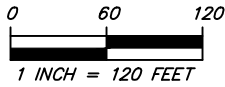
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PROJ: 50114403

DRAWN BY: SCC

CHECKED BY: WPH

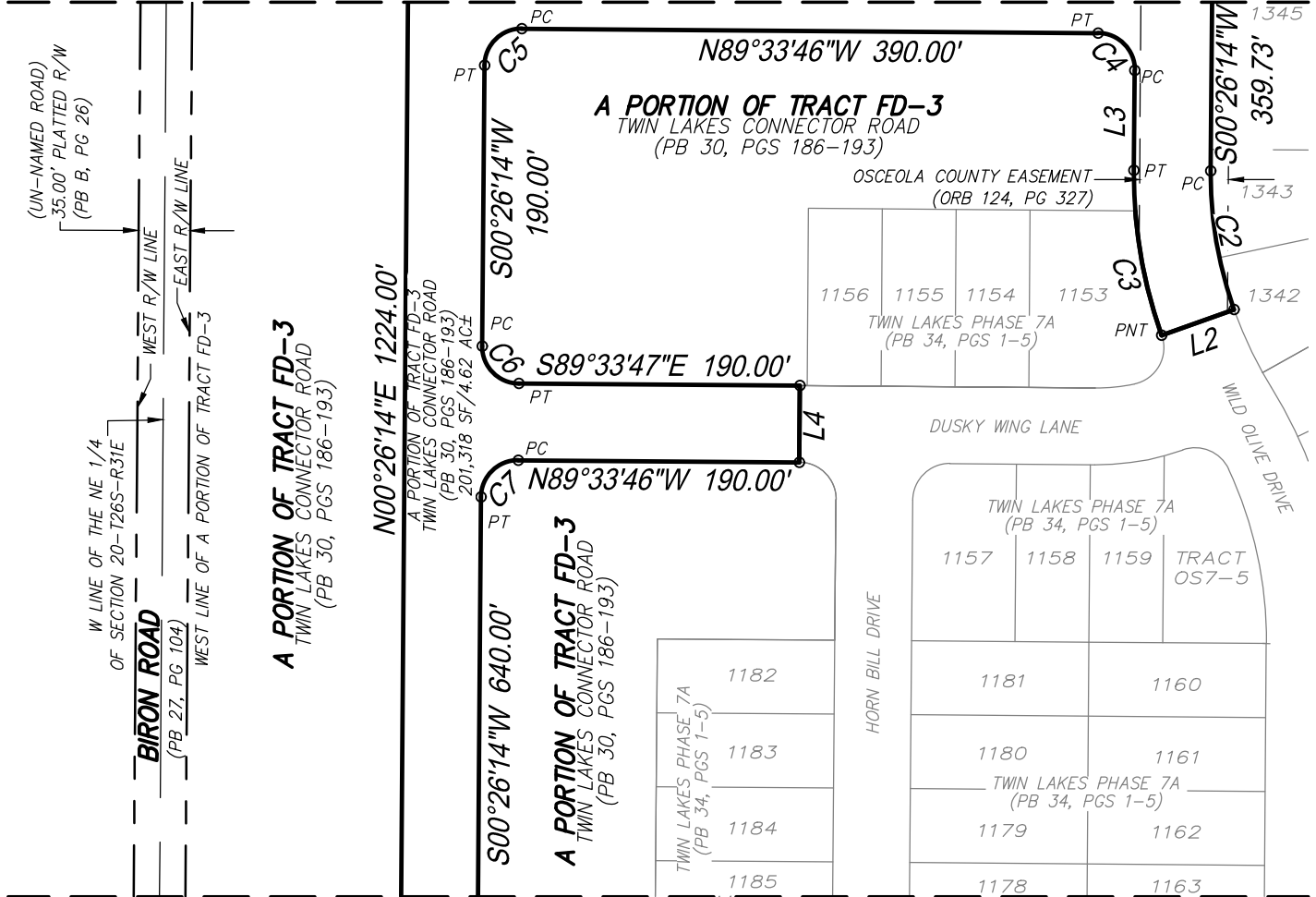
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- CHANGE IN DIRECTION
NOTHING SET OR FOUND

MATCH LINE "B"—SEE SHEET 5



MATCH LINE "C"—SEE SHEET 7

SHEET 6 OF 8

(SEE SHEETS 2-3 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 8 FOR LINE AND CURVE TABLE)

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SKETCH OF DESCRIPTION

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TWIN LAKES PHASE 7B

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RANGE 31 EAST

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SCALE: 1" = 120'

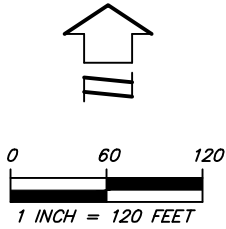
PROJ: 50114403

DRAWN BY: SCC

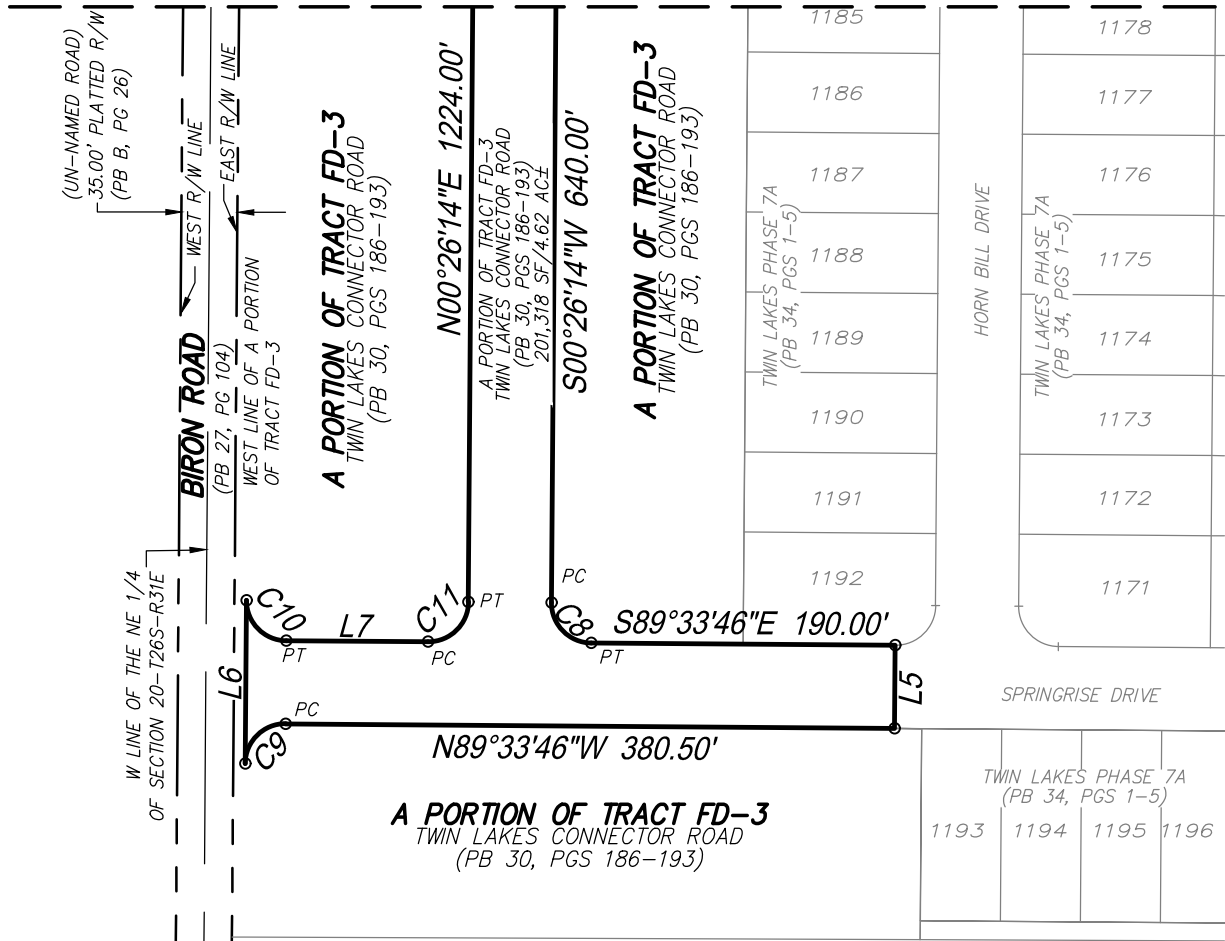
CHECKED BY: WPH

LEGEND:

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- P.O.B. POINT OF BEGINNING
- CHANGE IN DIRECTION
NOTHING SET OR FOUND



MATCH LINE "C"—SEE SHEET 6



SHEET 7 OF 8

(SEE SHEETS 2-3 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 8 FOR LINE AND CURVE TABLE)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

TWIN LAKES PHASE 7B

SECTION 20, TOWNSHIP 26 SOUTH,
RANGE 31 EAST

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**NARCOOSSEE LAND
VENTURES, LLC**

DATE: 05/09/24

REV DATE:

SCALE: 1" = 120'

PROJ: 50114403

DRAWN BY: SCC

CHECKED BY: WPH

Drawing name: C:\autosave\ac\publish\170921\min Lakes Phase 7B_sursketch.dwg SHEET 8-SKETCH May 20, 2024 2:37pm by: mphillips

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°26'14"W	52.00'
L2	S70°26'51"W	52.00'
L3	N00°26'14"E	67.73'
L4	S00°26'14"W	52.00'
L5	S00°26'14"W	52.00'
L6	N00°26'14"E	102.00'
L7	S89°33'46"E	88.50'
L8	N89°33'46"W	88.50'
L9	N00°26'15"E	101.81'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	39.27'	25.00	90°00'00"	35.36'	S45°26'14"W
C2	95.60'	274.05	19°59'12"	95.11'	S09°33'22"E
C3	113.74'	325.94	19°59'38"	113.16'	N09°33'23"W
C4	39.27'	25.00	90°00'00"	35.36'	N44°33'46"W
C5	39.27'	25.00	90°00'00"	35.36'	S45°26'14"W
C6	39.27'	25.00	90°00'00"	35.36'	S44°33'46"E
C7	39.27'	25.00	90°00'00"	35.36'	S45°26'14"W
C8	39.27'	25.00	90°00'00"	35.36'	S44°33'46"E
C9	39.27'	25.00	90°00'00"	35.36'	S45°26'14"W
C10	39.27'	25.00	90°00'00"	35.36'	S44°33'46"E
C11	39.27'	25.00	90°00'00"	35.36'	N45°26'14"E
C12	39.27'	25.00	90°00'00"	35.36'	N44°33'46"W
C13	39.27'	25.00	90°00'00"	35.36'	S45°26'14"W
C14	39.08'	25.00	89°33'42"	35.22'	S44°46'55"E
C15	39.27'	25.00	90°00'00"	35.36'	S45°26'14"W
C16	39.27'	25.00	90°00'00"	35.36'	N44°33'46"W
C17	39.27'	25.00	90°00'00"	35.36'	N45°26'14"E
C18	39.27'	25.00	90°00'00"	35.36'	S44°33'46"E

SHEET 8 OF 8

(SEE SHEETS 2-3 FOR DESCRIPTION OF SKETCH)
(SEE SHEETS 4-7 FOR SKETCH OF DESCRIPTION)

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SKETCH OF DESCRIPTION

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TWIN LAKES PHASE 7B

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VENTURES, LLC

DATE: 05/09/24

REV DATE:

SCALE: 1" = 120'

PROJ: 50114403

DRAWN BY: SCC

CHECKED BY: WPH

SECTION VII

**DEVELOPER FUNDED/ COUNTY OBLIGATION AGREEMENT
FOR TWIN LAKES AND THE RESERVE AT TWIN LAKES**

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2024 by and between **OSCEOLA COUNTY**, a political subdivision of the State of Florida (the "**County**"), **NARCOOSSEE LAND VENTURES, LLC**, a Florida limited liability company, whose address is 283 Cranes Roost Blvd, Suite 250, Altamonte Springs, Florida 32701 (hereinafter referred to as "**Developer**") and Live Oak Lake Community Development District, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, whose address is c/o Moyer Management Group, 313 Campus Street, Celebration, Florida 34747 (the "**District**").

RECITALS

WHEREAS, the Developer is developing two residential communities commonly known as Twin Lakes and the Reserve at Twin Lakes, located on real property within Osceola County, as is more specifically depicted in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**"); and

WHEREAS, the Property is governed by various County approvals: (i) ZMA13-0022; (ii) ZMA13-0045; (iii) ZMA-14-0006; (iv) ZMA14-0057; (v) PS14-00001; (vi) PS15-00006; (vii) PS15-00025; (viii) CU16-00003; (ix) PS16-002477; (x) PS17-00023, (xi) PS19-00009, (xii) ZMA19-0039; as well as (xiii) SDP19-0137 (collectively, the "Development Approvals"); and

WHEREAS, on February 21, 2022, the County adopted Ordinance 2022-15, establishing a mobility fee assessment to offset the County's cost of providing new transportation facilities, as amended from time to time (the "Mobility Fee Ordinance"); and

WHEREAS, the Mobility Fee Ordinance contains provisions allowing for the award of mobility fee credits for the construction and conveyance of transportation facilities which mitigate impact from development; and

WHEREAS, the County established mobility fee credit trust accounts #197 and #199 for Developer and the Live Oak Lake Community Development District between 2016-2018 in connection with Developer dedicating right-of-way and constructing certain transportation improvements on the Property; and

WHEREAS, pursuant to the Development Approvals and subject to the terms and conditions as are set forth herein, the Developer has caused the design, permitting and construction of certain improvements to Nolte Road (a County Framework Roadway per the Transportation Element of the Comprehensive Plan), including the construction of a two-lane extension of Nolte Road from Twin Lakes Boulevard and Garden Green Trail (the "Road Extension") and the contribution of land for a stormwater retention pond to benefit Nolte Road (the "Developer Portion") and the District has caused the design, permitting and construction of a stormwater retention pond to benefit Nolte Road (the "District Portion") (collectively the "Project"); and

WHEREAS, the County has further determined that: 1) the Project is consistent with the Development Approvals; 2) the Project will provide an integral part of the County's planned transportation network and will significantly benefit the residents of Osceola County; and 3) reimbursement by the County and other obligations pursuant to this Agreement serve a proper public benefit and will further the goals, objectives and policies of the Osceola County Comprehensive Plan.

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

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

Section 2. The Project. On or about September 2019, through the approval of PS19-00009, the County approved the Twin Lakes Phases 3-8 Revised Preliminary Site Plan (the "2019 Plan"), which is attached hereto as **Exhibit "B"**. The Developer contributed right of way for the Developer Portion of the Project and land for the District Portion of the Project and the Developer designed, permitted and constructed the Developer Portion of the Project and the District designed, permitted and constructed the District Portion of the Project in accordance with the cross section attached hereto and incorporated herein by this reference as **Exhibit "C"**. The Project is comprised of the Road Extension, including two roundabouts on the Road Extension and a stormwater retention pond. The Developer agrees to convey right-of-way and land for the Project to the County. The 2019 Plan establishes that the Road Extension will be a two-lane roadway and the Developer has no obligation to construct a four-lane roadway per the 2019 Plan.

With the approval of the 2019 Plan, the County approved the Transportation Impact Analysis that was submitted by Developer. The Project's approved trip generation table is attached hereto as **Exhibit "D"**. The trips set forth in **Exhibit "D"** are approved from any further transportation concurrency. Developer will only be required to submit a revised Transportation Impact Analysis if it increases the total number of trips from that approved on **Exhibit "D"**.

Section 3. Reimbursement.

A. Framework Roadway. If Developer expands the Road to be a four-lane Framework Roadway, the County will issue the Developer mobility fee credits based upon the cost difference of the Road Extension versus the cost of a four-lane Framework Road as set forth in the Engineer's Estimate of Probable Construction Cost of the design, permitting, and construction of the Project pursuant to Section 17-44 of the Mobility Fee Ordinance.

B. Right-of-Way Associated with the Road Extension. The County agrees to issue the Developer 100% mobility fee credits for the right-of-way the Developer is conveying to the County in the Project, which is 13.45 acres, as shown on **Exhibit "E"**. The County has determined that the amount of those credits is equal to \$1,412,250.00 as depicted on **Exhibit "H"**, which is the appraised value as determined through an appraisal the methodology of which is approved by the County, which is attached hereto as **Exhibit "I"**.

C. Stormwater Retention Ponds. The District has constructed, or has caused to be constructed, stormwater retention ponds and intends to construct, or cause to be constructed, an additional stormwater retention pond in the Project, together with connecting conveyance structures, to serve Nolte Road, as extended, as depicted on **Exhibit “F”**. The District has acquired (or shall acquire) the lands for the retention ponds, as set forth in **Exhibit “G”**. The District agrees to allow the County to discharge water into the stormwater retention ponds and utilize 17.01% of the aggregate volume of such retention ponds. The value of the land utilized for the retention ponds is set forth on **Exhibit “I”** and the estimated costs incurred or to be incurred for the construction of the retention ponds and the stormwater conveyance structures, are set forth on **Exhibit “H”** and **Exhibit “K”**. The County agrees to issue the District mobility fee credits equal to \$278,981.01, which is the appraised value of the land as determined through an appraisal, the methodology of which is approved by the County, as set forth in **Exhibit “I”**. The County agrees to issue the District additional mobility fee credits associated with the cost to permit, design and construct the retention ponds and stormwater conveyance structures serving Nolte Road (the **“Pond Construction Mobility Credits”**). If the actual cost incurred to permit, design and construct the pond and stormwater conveyance structures is equal to the estimated cost to permit, design and construct the retention ponds and stormwater conveyance structures as set forth in **Exhibit “H”** and **Exhibit “K”**, the County agrees to issue the District additional mobility fee credits equal to \$231,241.22 (the **“Estimated Pond Construction Mobility Credits”**). Notwithstanding the foregoing, in the event the actual costs incurred in connection with permitting, design and construction of the retention ponds and stormwater conveyance structures serving Nolte Road (the **“Actual Pond Cost”**) are more or less than the Estimated Pond Cost, the amount of the Pond Construction Mobility Credits to be provided to the District by the County will be adjusted to be that amount that is equal to 17.01% of the Actual Pond Cost. The District shall provide the County with invoices and other documentation evidencing the Actual Pond Cost incurred and upon the County’s approval of the amount of the Actual Pond Cost, which approval shall not be unreasonably withheld, conditioned or delayed, the County will provide the District with the Pond Construction Mobility Credits calculated based on the Actual Pond Cost in the manner set forth above.

D. The Developer shall construct Nolte Road as a two lane cross section as shown on **Exhibit “J”** from the current terminus to the eastern limits of Phases 5 and 6, shown adjacent to Tract OS6-12 with Phase 6 SDP and construction. The area east of Phase 5 and 6, shown as Tract NPA5-2, NPA5-3, NPA6-1, and the eastern limits of Tract DED5-2 (Nolte Road), shall be deeded to Osceola County. The Developer shall provide storm water management for the four lane future cross section shown on Sheet C31 for Nolte Road from Hickory Tree Road to the eastern line adjacent to Tract OS6-12. The County shall provide full storm water management and flood plain compensation for the four-lane future cross section shown on **Exhibit “L”** for the remaining portion of Nolte Road east of Tract OS6-12 within Tracts NPA5-2, NPA5-3, and NPA6-1. Pursuant to this Agreement, the Developer shall deed at no cost to the County the lands located between Phases 5 and 6 and the eastern boundary of ownership shown as Tracts NPA5-2, NPA5-3, and NPA6-1. Tracts DED5-1 and DED5-2 shall be deeded to the County in exchange for the mobility fee credits as set forth in Paragraph 3B above. This Agreement shall be executed by both parties prior to the approval of the first SDP subsequent to the approval of this Preliminary Subdivision. Should the Developer and County not be able to reach an agreement, the PS shall be amended by the Board of County Commissioners to modify this condition prior to the approval of the Site Development Plan.

Section 5. Governing Law/Venue. This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit brought in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. All legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against and in accordance with the terms and conditions of Florida law.

Section 6. Notices. All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth below (or such other addresses as provided by the parties by written notice delivered in accordance with this paragraph):

If to the Developer: Narcoossee Land Ventures, LLC
Attention: Scott Stearns
283 Cranes Roost Blvd., Suite 250
Altamonte Springs, Florida 32701

With a copies to: Narcoossee Land Ventures, LLC
Attention: Lawrence B. Pitt
283 Cranes Roost Blvd, Suite 250
Altamonte Springs, Florida 32701

Lowndes Drosdick Doster Kantor & Reed
Attention: Rebecca E. Rhoden
215 North Eola Drive
Orlando, Florida 32801

If to County: Christina Colon
Transportation and Transit
Osceola County
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741

With a copy to: Osceola County Attorney's Office
Osceola County
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741

If to District: Live Oak Lake Community Development District

c/o Moyer Management Group
313 Campus Street
Celebration, Florida 34747

With a copy to:

Sarah R. Sandy
Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301

Section 7. Public Records

A. IF THE DEVELOPER OR THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S OR DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

Public Records
Attn: Public Records Coordinator
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
407-742-2395
PublicRecords@osceola.org

B. The Developer and District understand that by virtue of this Agreement all of their respective documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If the Developer or District will act on behalf of the County, as provided under Section 119.011(2), Florida Statutes, the Developer, subject to the terms of Section 287.058(1)(e), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Developer or District does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Developer or District or keep and maintain such public records as are required by the County. If the Developer or District transfers all public records to the County upon completion of the Project, the Developer or District, respectively, shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer or District keeps and maintains public records upon completion of the Project, the Developer and District shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

5. If the Developer or District does not comply with a public records request, the County shall enforce these contract provisions in accordance with the Agreement.

Section 8. Audit. In the performance of this Agreement, the Developer and District shall keep and maintain books, records and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Developer and District for a period of three years after termination or completion of the Agreement or until the full County audit is complete, whichever comes first. The County shall retain the right to audit the books during the three-year retention period. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The County also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Developer or the District has the ability to fulfill their contractual obligations to the satisfaction of the County. The County has the right to terminate this Agreement if this audit reasonably demonstrates that the Developer or the District does not have the ability to fulfill their contractual obligations under this Agreement to the satisfaction of the County.

Section 9. Transferability and Assignability. The parties acknowledge that should excess mobility fee credits be available after the future full build-out of Phases 3-8, the County agrees that any excess credits shall be fully transferable by Owner, or its assigns, at any time for application within the geographical area of the Southeast Mobility Fee District. The parties hereto acknowledge and agree that the Developer and the District shall have the right to assign their respective rights and obligations under this Agreement to any successors in title to all or any part of the Property and shall provide written notice to the County of any assignment. Upon such assignment and written notice to the County—the Developer, or the District, as appropriate, shall thereupon be released and discharged from any and all obligations arising under this Agreement.

Section 10. Amendments. No amendment, modification or other changes to this Agreement shall be binding upon the parties, unless in writing and executed by all the parties.

Section 11. Successors and Assigns Bound. The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Developer or the District as to all or any part of the Property, but not as to individual homeowners.

Section 12. Effective Date. This Agreement shall become effective upon the date the last of the parties execute this Agreement.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument.

Section 14. Recording. The County shall record this Agreement in the Public Records of Osceola County, at the County's expense.

Section 15. Severability. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 16. Approvals. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably delayed or withheld.

Section 17. Further Assurances. The parties hereto agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of this Agreement and the transactions contemplated herein.

Section 18. Headings. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

Section 19. Time. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.

Section 20. Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto.

Section 21. Term. This Agreement shall remain in effect for fifteen (15) years following the Effective Date.

Section 22. Effect of Administrative Procedures. Notwithstanding the adoption of any administrative procedures in respect of mobility fees or mobility fee credits by the County after the Effective Date of this Agreement, such procedures which are inconsistent with the provisions of this Agreement shall not be deemed to affect relevant portions of this Agreement, and this Agreement shall control. as to such matters.

Section 23. E-Verify Program. Pursuant to Florida Statutes, Section 448.095, the Developer shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as newly hired employees. In addition, the Developer shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as newly hired employees. Any such subcontractor shall provide an affidavit to the Developer stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the Developer must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate terminate of this Agreement without regard to any notice required herein. In the event the County incurs costs as a result of the Developer's breach of this provision, any and all such costs shall be paid by the Developer immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below:

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Chair/Vice Chair

**ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD**

By: _____
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

WITNESSES

Print Name: _____

Print Name: _____

DEVELOPER:

Narcoossee Land Ventures, LLC,
a Florida limited liability company

By: _____

Name: Lawrence B. Pitt

Title: Vice President and Secretary

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Lawrence B. Pitt, as Vice President and Secretary of Narcoossee Land Ventures, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ (**type of identification**) as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC
State of Florida

ATTEST:

DISTRICT:

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Witness

M. Scott Stearns, Chairman

Witness

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 202_, by M. Scott Stearns, Chairman of Live Oak Lake Community Development District, who is either personally known to me, or produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Summary report:	
Litera® Change-Pro for Word 10.14.0.46 Document comparison done on 4/23/2024 11:55:33 AM	
Style name: Lowndes	
Intelligent Table Comparison: Active	
Original DMS: iw://LOWNDES-DMS.IMANAGE.WORK/Active/12622528/9	
Modified DMS: iw://LOWNDES-DMS.IMANAGE.WORK/Active/12622528/10	
Changes:	
Add	29
Delete	36
Move From	3
Move To	3
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	71

SECTION VIII



**SERVICE AGREEMENT FOR
LIGHTING SERVICE
TWIN LAKES SPINE RD**

This “Agreement” is entered into this _____ day of _____ 20___, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 (“**OUC**”), and **LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT**, a local unity of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston St., Orlando, Florida 32801 (“**Customer**”), for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. “Billing Cycle” shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. “Customer” shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the Customer bill.
3. “Force Majeure Event” means any event beyond OUC’s reasonable control which results in the failure of some performance under this Agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of Customer which prevent OUC from providing Lighting Service or the Customer from performing its obligations under this Agreement.
4. “Lighting Equipment” means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
5. “Lighting Service” shall collectively mean, all operation, maintenance, repair, replacement and (if applicable) electric supply services to be provided by OUC under this Agreement.
6. “OUC” shall mean **ORLANDO UTILITIES COMMISSION**, a statutory commission created and existing under the laws of the State of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT:

- 1.1. Prior to the start of the term of this Agreement, OUC installed the Lighting Equipment listed in Exhibit 1, under the heading entitled “**OUC Installed Lighting Equipment**” in certain portions of the property more specifically described in Exhibit 1 (the “**Property**”), being a part of the Twin Lakes Community (the “**Community**”);
- 1.2. During the term of this Agreement it shall operate (during normal hours from dusk to dawn and otherwise when conditions dictate), maintain, repair and replace all of the Lighting Equipment; and, if permitted under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.3. During the term of this Agreement it shall bill Customer, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the Customer of any such changes to the Lighting Service rates at least sixty (60) days prior to the date on which the new rates are to go into effect.
- 1.4. During the term of this Agreement it shall repair any damage caused by OUC to the Property, or any adjacent property and restore as nearly as practicable the surface of the Property to its pre-existing condition following any installation, maintenance, repair, replacement or removal of the Lighting Equipment.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment, the cost for which is included in the Monthly Lighting Service Charge set forth on Exhibit 1, as the same may be adjusted from time to time consistent with this Agreement.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 With respect to the portions of the Property owned by Customer and after notice from OUC, trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct OUC’s access of the Lighting Equipment for maintenance pursuant to this Agreement.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder of which the Customer becomes aware, via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

- 3.1 With respect to the portions of the Property owned by Customer, Customer hereby grants, transfers and conveys to OUC, a non-exclusive easement under and through

the land subject to those certain UTILITY EASEMENTS contiguous to the roadways within the Property as depicted on the plat of TWIN LAKES CONNECTOR ROAD, recorded in Plat Book 30, Pages 186-193, of the Public Records of Osceola County, Florida (the "Easement Property") for the purpose of operating, replacing and maintaining the Lighting Equipment as required under this Agreement. Notwithstanding the other provisions of this Agreement, CUSTOMER and OUC understand and agree that the Lighting Equipment subject to this Agreement is primarily located within the public right-of-way that are part of the Property (specifically Garden Green Trail and [East Nolte Road]) and that are dedicated to the Osceola County, Florida for ownership and maintenance. The parties agree that this Agreement, and the easement rights granted herein, shall only encumber title to the Easement Property and shall not constitute a title encumbrance on the entire Property. Notwithstanding the other provisions of this paragraph, Customer makes no representations that the easement granted herein shall be sufficient for the purposes provided in this paragraph.

- 3.2 In recognition of the fact that the primary purpose of the streets and roads is to provide access, ingress and egress to the Community, OUC shall exercise its rights in a manner so as to minimize interference with others' use and in no event may OUC materially obstruct the ability of others to drive upon and access through the streets and roads. In addition, OUC shall not interfere with or prevent any development, construction, improvement and/or other activity or use by Customer or its designees now or in the future existing on or about the Easement Property, streets and roads so long as such uses do not materially and adversely interfere with OUC's rights under this Agreement. Employees of OUC may be required to show company identification in order to gain access to the Property through any gates providing access to the Community, if any.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment (and agrees to give Customer reasonable prior notice of such interruption, except in the case of an emergency). Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/or Lighting Equipment provided hereunder. Notwithstanding the foregoing, during the Term of this Agreement OUC shall respond to notices of interruptions of Lighting Service in reasonably the same manner and within the same time frame as is afforded to other OUC customers in the Orlando Metropolitan Area to whom OUC also provides similar Lighting Services. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment subject to this Agreement, it is the responsibility of the Customer to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment of which Customer becomes aware, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure

of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.

- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.5 below, modification of the Lighting Equipment and subject to this Agreement may only be made through the execution of an additional agreement between OUC and Customer or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, 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.
- 4.4 OUC shall, at the request of the Customer, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The Customer shall be responsible for the payment of all costs associated with any such Customer requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for Customer's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment subject to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the Customer agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by the willful misconduct or gross negligence of the Customer or its employees (but not the residents of or the visitors to the Community), in which case OUC shall not be required to make such repair or replacement prior to payment by the Customer for damage. Responsibility to repair or replace damage to any Customer installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is

understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

- 4.8 This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire agreement between the parties. 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.
- 4.9 Customer recognizes and agrees that, unless it has a valid exemption from the payment of the same, it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes (other than income and similar taxes payable by OUC) 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 OUC or the applicable taxing authority (ies). Customer represents to OUC it is a governmental entity with the Florida Consumer's Certificate of Exemption Number [_____].
- 4.10 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC. Customer shall have the right to assign this Agreement to the Community Homeowners' Association, (the "HOA"). Upon such assignment to and assumption of the Customer's obligations hereunder by the HOA and delivery of written notice of the same to OUC, Live Oak Lake Community Development District shall be released from any further obligations hereunder and thereafter the HOA shall be deemed the "Customer" hereunder.
- 4.11 OUC will exercise reasonable efforts and diligence to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment, unless resulting from the willful misconduct or gross negligence of the OUC. provided however, Customer shall not have to make payment hereunder for any extended period in which there is an interruption, deficiency, or failure of the Lighting 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, provided OUC is in compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2016), as may be amended from time to time.
- 4.12 Provided at least five (5) business days' notice is provided to Customer, to the extent known by Customer, Customer shall advise OUC, its agents, employees, servants or

subcontractors, through the provision of any maps and other necessary written descriptions in its possession, of the approximate location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("**Underground Facilities**") at any Easement Property site at least two (2) days prior to the commencement of any work to be performed by OUC at such location

site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the Customer, as described under this paragraph, and which could not be reasonably located by OUC using then available equipment typically then used by OUC to locate Underground Facilities, shall be paid by the Customer. Except for those claims, losses and damages arising out of OUC's sole negligence, willful misconduct and/or breach of this Agreement. Except for those claims, losses and damages arising out of Customer's sole negligence, willful misconduct and/or breach of this Agreement, OUC agrees to defend, at its own expense and indemnify the Customer, its respective officers, directors, members, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of OUC's negligence, willful misconduct and/or breach of this Agreement. OUC further agrees that nothing herein shall constitute or be construed as a waiver of Customer's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

SECTION 5: TERM, EFFECTIVE DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the "**Term**") shall be for eighteen (18) years. The initial Term shall begin upon August 01, 2022, which is the initiate date of service for the first monthly invoice (bill) delivered for the Lighting Equipment subject to this Agreement, and shall terminate at the end Two Hundred Sixteen (216) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. . Notwithstanding anything to the contrary contained herein, the Capital Investment portion of the Monthly Lighting Service Charge shall only be payable during the initial eighteen (18) year Term and not during any renewal Term.
- 5.2 The effective date of this Agreement shall be the date of execution by the Customer or OUC, whichever is later.
- 5.3 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.4 The Customer may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that Customer terminates this Agreement before the end of the initial Term, Customer shall be liable to OUC for the Capital Investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of such initial Term, discounted to the then fair market value using a discount rate of 8%, plus the reasonable cost incurred by OUC to remove the Lighting Equipment, if such removal is requested by Customer. OUC shall issue a bill to the Customer for removal

costs, if requested by Customer, once removal has been completed. If Customer does not request such removal, upon payment of the foregoing amounts, title to the Lighting Equipment shall be transferred to Customer. The foregoing are agreed to be liquidated damages and not a penalty. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which, in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 90 days' prior written notice from OUC to Customer. In such event, Customer will not be responsible for the cost incurred by OUC to remove the Lighting Equipment and, at Customer's option, Customer, or its designee, may purchase and retain the Lighting Equipment by making a payment to OUC equal to the Capital Investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of such initial Term, discounted to the then fair market value using a discount rate of 8% and further discounted by the reasonable cost OUC would have incurred to remove the Lighting Equipment.

- 5.5 Billing commenced for the Lighting Equipment subject to this Agreement upon August 1, 2022.

SECTION 6: MISCELLANEOUS

- 6.1 **Governing Law:** The validity, construction, and performance of this Agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 **Severability:** If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 **Notices:** All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a party may designate by prior written notice given in accordance with this provision to the other party:

If to OUC:

Orlando Utilities Commission

100 West Anderson Street
Orlando, Florida 32801
Attention: Office of The General Counsel

If to Customer:

Live Oak Lake Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 E Livingston St
Orlando, FL 32801 Attention: District Manager

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 Time Is of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 Cameras. OUC may allow, upon request from Customer, the installation of a camera on its poles under the following circumstances:
1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
- 6.8 Liens. OUC shall ensure that no part of the Property shall at any time be encumbered by any mechanic's, materialmen's, or other lien as a result of the performance by OUC of this Agreement.

SECTION 7: BANNERS

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. Without waiving any limitations of liability set forth in Section 768.28, Florida Statutes, or other law, 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 injury 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 except those that result from OUC's sole negligence, willful misconduct and/or breach of this Agreement.

***[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.
SIGNATURE PAGE FOLLOWS]***

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT

Federal ID# 81-1053668

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificates are sufficient for an acknowledgment in a representative capacity:

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority, e.g. officer, trustee, attorney in fact) and who acknowledge that she/he executed the foregoing instrument on behalf of Live Oak Lake Community Development District. She/he is personally known to me or had produced _____ as identification.

(Notary Seal)

Notary Public
Print Name: _____
My Commission Expires: _____

ORLANDO UTILITIES COMMISSION

By: _____

Name: Clint Bullock
Title: General Manager & CEO

Date: _____

ATTEST: By: _____
Name: Paula A. Velasquez
Title: Assistant Secretary

WITNESSES:
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Clint Bullock, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge:

Capital Investment		\$2,753.88
Maintenance		\$ 707.00
<u>Fuel and Energy</u>		<u>\$ 180.31</u>
Total	***	\$3,641.19

Upfront Payment \$0.00

Payment #	\$	Check #	Date Posted
		Charge Description #	Work Order #

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

*** From time to time, modifications to the original contract design (“Design Modifications”) may be necessary to accommodate local site requirements or other changes which were not anticipated by either party during the original contracting phase. Actual billed amount will be based on the as-built drawings which reflect the Design Modifications and the lighting equipment installed.

If the increase in the actual billed amount due to the Design Modifications is up to and including 10% of the Agreement’s original capital investment charge, Customer hereby assumes responsibility for payment of such charge increase without need for notification from OUC or further consent from Customer regarding same.

If the increase in the actual billed amount due to the Design Modifications exceeds 10% of the Agreement’s original capital investment charge, OUC will send to Customer completed Exhibit 2 reflecting such increase and both OUC and Customer shall execute same.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year’s rate and shall change by the same (or lesser) percentage as applied to all similarly situated customers of OUC. The Capital Investment portion of the Monthly Lighting Service Charge shall remain fixed for and be only payable during the initial 20-year Term of this Agreement.

EXHIBIT 1 (continued)

Lighting Service

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

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

- (100) 83w Beacon Post Top LED [036-23185]
- (2) 3' Black Anchor Base Aluminum Pole [036-23011]
- (98) 20' Round Black Aluminum Pole DB 3.5 Tenon [036-21724]
- (2) Lighting Controllers

All associated poles, fixtures, parts, wires, photocells, and controllers

NARCOOSEE LAND VENTURES, LLC Installed Lighting Equipment:

Narcoosee Land Ventures, LLC, the primary developer within the CUSTOMER's boundaries, installed all of the conduit, junction boxes, bases, pull string, per OUC specifications.

PHASED INSTALLATION PLAN

Completed

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>

LEGAL DESCRIPTION OF THE PROPERTY

TWIN LAKES CONNECTOR ROAD PLAT, according to the Plat thereof as recorded in Plat Book 30, pages 186-193, inclusive, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

A PORTION OF SECTIONS 16, 17 AND 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, TOGETHER WITH ALL OF LOTS 4, 13, 14, 20, 29; A PORTION OF LOTS 2, 3, 15, 18, 19, JO, 31, 34, 47, 50, 63; A PORTION OF THE PLATTED, UNNAMED RIGHT OF WAY SITUATED BETWEEN SAID LOTS 2 AND J; THAT PORTION OF RIGHT OF WAY ADJACENT TO AND LYING NORTH OF LOTS J AND 4; A PORTION OF THE PLATTED, UNNAMED RIGHT OF WAY SITUATED BETWEEN SAID LOTS 18 AND 19; A PORTION OF THE PLATTED UNNAMED RIGHT OF WAY SJ TUA TE BETWEEN LOTS JO AND 31; ALL OF THAT PLATTED UNNAMED RIGHT OF WAY S/TUA TE BETWEEN SAID LOTS 14 AND 15; AND A PORTION OF PLATTED RIGHT OF WAY S/TUA TE WEST OF SAID LOTS 34, 47, 50 AND 63, OF THE SEMINOLE LAND AND INVESTMENT COMPANYS (INCORPORATED) SUBDIVISION OF SECTION 20 AS RECORDED IN PLAT BOOK B, PAGE 26, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE S89°4'11"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 2512.32 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN N007°6'49"E, A DISTANCE OF 247.76 FEET; THENCE N89°4'11"W, A DISTANCE OF 12.80 FEET; THENCE N007°6'49"E, A DISTANCE OF 179.69 FEET; THENCE NOJ°5'2'J5"W, A DISTANCE OF 62.76 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 10°56'36": A CHORD BEARING OF N11°59'2.2"W AND A CHORD DISTANCE OF 123.39 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.57 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 15°26'18": A CHORD BEARING OF N09°44'J1"W AND A CHORD DISTANCE OF 173.81 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 174.11 FEET TO THE END OF SAID CURVE; THENCE N007°6'49"E, A DISTANCE OF 52.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 187°9'10": A CHORD BEARING OF N11°44'J5"E AND A CHORD DISTANCE OF 205.99 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 206.87 FEET TO THE END OF SAID CURVE; THENCE N19°48'J8"E, A DISTANCE OF 186.31 FEET; THENCE N66°4'J12"E, A DISTANCE OF 64.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 447.00 FEET, A CENTRAL ANGLE OF 31°36'09": A CHORD BEARING OF N58°74'17"E AND A CHORD DISTANCE OF 243.44 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 246.55 FEET TO THE END OF SAID CURVE; THENCE N18°45'58"E, A DISTANCE OF 108.59 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 11°41'43": A CHORD BEARING OF N65°2'J10"W AND A CHORD DISTANCE OF 214.97 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 215.35 FEET TO THE END OF SAID CURVE; THENCE N59°J2'19"W, A DISTANCE OF 627.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 27°58'11": A CHORD BEARING OF N45°J1'1J"W AND A CHORD DISTANCE OF 413.25 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 417.38 FEET TO THE POINT OF TANGENCY AND ALSO A POINT ON THE SOUTHEASTERLY LINE OF TWIN LAKES PHASE 1

ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 172-178 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHEASTERLY LINES OF SAID TWIN LAKES PHASE 1 THE FOLLOWING TYPICAL SEVEN (7) COURSES AND DISTANCES: THENCE N58°25'52"E, A DISTANCE OF 110.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 745.00 FEET, A CENTRAL ANGLE OF 0179°53': A CHORD BEARING OF N0°54'12"W AND A CHORD DISTANCE OF 17.31 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.31 FEET TO THE END OF SAID CURVE; THENCE N0°4'15"W, A DISTANCE OF 7.78 FEET; THENCE N54°27'19"E, A DISTANCE OF 201.80 FEET; THENCE S35°32'41"E, A DISTANCE OF 41.69 FEET; THENCE N54°27'19"E, A DISTANCE OF 52.00 FEET; THENCE N0°54'12"W, A DISTANCE OF 10.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00": A CHORD BEARING OF N09°27'19"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N54°27'19"E, A DISTANCE OF 77.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 526.00 FEET, A CENTRAL ANGLE OF 02°41'18": A CHORD BEARING OF N53°25'10"E AND A CHORD DISTANCE OF 19.02 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 19.02 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE DEPARTING SAID CURVE, S05°32'41"E, A DISTANCE OF 113.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 352.00 FEET, A CENTRAL ANGLE OF 34°8'54": A CHORD BEARING OF S52°42'08"E AND A CHORD DISTANCE OF 207.68 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 210.82 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 948.00 FEET, A CENTRAL ANGLE OF 21°08'00": A CHORD BEARING OF S59°2'04"E AND A CHORD DISTANCE OF 355.83 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 357.95 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 452.00 FEET, A CENTRAL ANGLE OF 28°59'20": A CHORD BEARING OF S62°43'12"E AND A CHORD DISTANCE OF 226.26 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 228.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 526.00 FEET, A CENTRAL ANGLE OF 11°00'00": A CHORD BEARING OF N25°21'00"E AND A CHORD DISTANCE OF 105.47 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 105.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 574.00 FEET, A CENTRAL ANGLE OF 16°04'29": A CHORD BEARING OF N2°04'00"E AND A CHORD DISTANCE OF 160.51 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 161.04 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 726.00 FEET, A CENTRAL ANGLE OF 15°04'21": A CHORD BEARING OF N22°04'27"E AND A CHORD DISTANCE OF 190.43 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 190.98 FEET TO THE END OF SAID CURVE; THENCE N49°11'17"W, A DISTANCE OF 303.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 748.00 FEET, A CENTRAL ANGLE OF 26°59'21": A CHORD BEARING OF N51°51'30"W AND A CHORD DISTANCE OF 349.10 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 452.00 FEET, A CENTRAL ANGLE OF 18°05'43": A CHORD BEARING OF N47°24'40"W AND A CHORD DISTANCE OF 142.16 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 142.75 FEET TO THE END OF SAID CURVE; THENCE N02°52'15"E, A DISTANCE OF 96.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°09'45": A CHORD BEARING OF N79°27'08"E AND A CHORD DISTANCE OF 36.32 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.65 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 574.00 FEET, A CENTRAL ANGLE OF 00°56'48": A CHORD BEARING OF S53°29'05"E AND A CHORD DISTANCE OF 9.48 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.48 FEET TO THE END OF

SAID CURVE; THENCE NJ6'5B'49"E, A DISTANCE OF 52.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCA VE SOUTHWESTERLY HAVING A RADIUS OF 626.00 FEET, A CENTRAL ANGLE OF 04V6'JJ: A CHORD BEARING OF N55V4'28"W AND A CHORD DISTANCE OF 44.89 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 44.90 FEET TO A POINT OF TANGENCY; THENCE N5T07'45"W, A DISTANCE OF 1.97 FEET; THENCE NJ2'52'15"E, A DISTANCE OF 162.76 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF BULLIS ROAD AS SHOWN IN OFFICIAL RECORDS BOOK 4900, PAGE 2827, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S5J'26'17"E ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 895.13 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE S89"J8'45"E ALONG SAID NORTH LINE. A DISTANCE OF 546.97 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE NOOV4'08"W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 496.77 FEET TO A POINT ON THE SAFE UPLAND LINE FOR LIVE OAK LAKE AS APPROVED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (06/10/2014) HAVING AN ELEVATION OF 64.1 FEET (NA 'ID BB) ; THENCE RUN ALONG SAID SAFE UPLAND LINE THE FOLLOWING TWENTY-ONE (21) COURSES: N85'47'24"E, A DISTANCE OF 33.96 FEET, · THENCE S66'30'52"E, A DISTANCE OF 53.70 FEET, · THENCE S74'40'11"E, A DISTANCE OF 65.28 FEET, · THENCE S78'52'14"E, A DISTANCE OF 176.71 FEET; THENCE SJ8i8'54"E, A DISTANCE OF 40.85 FEET; THENCE S86'21'47"E, A DISTANCE OF 87.85 FEET, · THENCE S36'47'40"E, A DISTANCE OF 16.47 FEET, · THENCE N74'48'37"E, A DISTANCE OF 22.15 FEET; THENCE S59'30'19"E, A DISTANCE OF 75.66 FEET, · THENCE S73"47'32"E, A DISTANCE OF 57.09 FEET, · THENCE NB9'23'09"E, A DISTANCE OF 185.48 FEET; THENCE S78'39'53"E, A DISTANCE OF 217.12 FEET, · THENCE S69i4'50"E, A DISTANCE OF 57. 77 FEET; THENCE S75'43'06"E, A DISTANCE OF 133.21 FEET, · THENCE N79'48'49"E, A DISTANCE OF 74.35 FEET, · THENCE N79'34'06"E, A DISTANCE OF 28.06 FEET, · THENCE N52'4JJ"E, A DISTANCE OF 70.77 FEET; THENCE N54'J9'11"E, A DISTANCE OF 33.88 FEET; THENCE N71i0'54"E, A DISTANCE OF 41.13 FEET, · THENCE N77V5'50"E, A DISTANCE OF 84.53 FEET; THENCE N46V5'27"E, A DISTANCE OF 86.20 FEET, · THENCE DEPARTING SAID SAFE UPLAND LINE RUN S48'07'08"E, A DISTANCE OF 1574.44 FEET, · THENCE S19'36'02"E, A DISTANCE OF 2144.00 FEET TO A POINT ON THE SOUTH LINE OF THE WEST 1/2 OF AFOREMENTIONED SECTION 16; THENCE NB9'JJ'25"W ALONG SAID SOUTH LINE, A DISTANCE OF 2700.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE N89'JJ'JJ"W ALONG THE SOUTH LINE OF SAID SECTION 17. A DISTANCE OF 1517.72 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S00'29'57"W, A DISTANCE OF 20.00 FEET; THENCE S89'JJ'JJ"E. A DISTANCE OF 35.47 FEET, · THENCE s00·31·orw. A DISTANCE OF 121.90 FEET, · THENCE NB9'28'5J"W, A DISTANCE OF 20.44 FEET; THENCE S00'28'50"W, A DISTANCE OF 52.00 FEET; THENCE S89'28'5J"E, A DISTANCE OF 2.10 FEET, · THENCE SOO'J1'07"W. A DISTANCE OF 120.00 FEET, · THENCE S89'28'53"E, A DISTANCE OF 480.00 FEET; THENCE SOO'J'07"W, A DISTANCE OF 495.03 FEET; THENCE S45'31'07"W, A DISTANCE OF 187.16 FEET; THENCE N89'28'5J"W, A DISTANCE OF 282.84 FEET TO A POINT ON A NON-TANGENT CURVE CONCA VE EASTERLY HAVING A RADIUS OF 1470.00 FEET, A CENTRAL ANGLE OF 02'51'53: A CHORD BEARING OF S21i6'28"E AND A CHORD DISTANCE OF 73.49 FEET, · THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 73.50 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1430.00 FEET, A CENTRAL ANGLE OF 02'50'22: A CHORD BEARING OF S21i7'1J"E AND A CHORD DISTANCE OF 70.86 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.87 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCA VE NORTHEASTERLY HAVING A RADIUS OF 25. 00 FEET, A CENTRAL ANGLE OF 87'59'29: A CHORD BEARING OF S63'51 '46"E AND A CHORD DISTANCE OF 34.73 FEET, · THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF JB.39 FEET TO THE END OF SAID CURVE; THENCE S17'5'JO"E, A DISTANCE OF 52.00 FEET, · THENCE N72'0B'JO"E, A DISTANCE OF 7.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 274.00 FEET, A CENTRAL ANGLE OF 03'55'12: A CHORD BEARING OF N74V6'06"E AND A CHORD DISTANCE OF 18.74 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 18.75 FEET TO THE END OF SAID CURVE; THENCE S13'56'18"E, A DISTANCE OF 23.73 FEET TO A POINT ON THE WEST LINE OF SAID LOT JI; THENCE SOO'J1'07"W, ALONG SAID WEST LINE OF LOT 31, A DISTANCE OF 100.00 FEET, · THENCE DEPARTING

SAID WEST LINE, RUN S01'27'16"E, A DISTANCE OF 60.11 FEET; THENCE S01'12'E, A DISTANCE OF 62.64 FEET; THENCE S14'35'09"E, A DISTANCE OF 62.64 FEET; THENCE S21'V9'05"E, A DISTANCE OF 61.32 FEET; THENCE S00'29'57"W, A DISTANCE OF 107.54 FEET; THENCE S89'JO'OJ"E, A DISTANCE OF 110.10 FEET; THENCE S89'28'53"E, A DISTANCE OF 482.20 FEET TO A POINT ON THE EAST LINE OF LOT 34, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 26, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S00'31'00"W, ALONG THE EAST LINE OF LOTS 34, 47, 50 AND 63 OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 S., RANGE 31 E, A DISTANCE OF 822.32 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ALL/GA TOR LAKE ROAD (66 FOOT PUBLIC RIGHT OF WAY); THENCE S75'V5'16"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 342.64 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN N00'J'07"E, A DISTANCE OF 869.08 FEET TO THE NORTH LINE OF LOT 47 OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 S., RANGE 31 E.; THENCE NB9'47'0J"W ALONG SAID NORTH LINE, A DISTANCE OF 312.20 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00'29'57"W, A DISTANCE OF 938.88 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1399.69 FEET, A CENTRAL ANGLE OF 01'58'07": A CHORD BEARING OF S84'2'54"W AND A CHORD DISTANCE OF 48.09 FEET, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID ALLIGATOR LAKE ROAD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 48.09 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN N00'28'1J"E, A DISTANCE OF 294.93 FEET; THENCE N89'55'10"W, A DISTANCE OF 570.00 FEET; THENCE S00'28'1J"W, A DISTANCE OF 300.01 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF ALL/GA TOR LAKE ROAD; THENCE NB9'55'10"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN N00'28'1J"E, A DISTANCE OF 159.95 FEET; THENCE N89'55'10"W, A DISTANCE OF 150.00 FEET; THENCE N00'28'1J"E, A DISTANCE OF 170.00 FEET; THENCE N89'55'10"W, A DISTANCE OF 335.29 FEET; THENCE S00'26'14"W, A DISTANCE OF 50.00 FEET; THENCE N89'55'10"W, A DISTANCE OF 175.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF AFOREMENTIONED SECTION 20; THENCE N00'26'14"E ALONG SAID WEST LINE, A DISTANCE OF 342.08 FEET; THENCE DEPARTING SAID WEST LINE RUN S89'47'02"E, A DISTANCE OF 660.00 FEET; THENCE N00'26'14"E, A DISTANCE OF 330.00 FEET; THENCE N89'47'02"W, A DISTANCE OF 660.00 FEET TO A POINT ON SAID WEST LINE; THENCE N00'26'14"E ALONG SAID WEST LINE, A DISTANCE OF 330.69 FEET; THENCE DEPARTING SAID WEST LINE RUN S89'44'20"E, A DISTANCE OF 17.50 FEET TO THE SOUTHWEST CORNER OF LOT 29 OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 20; THENCE N00'26'14"E ALONG THE WEST LINE OF LOTS 4, 13, 20 AND 29 OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 20, A DISTANCE OF 1322.71 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 AND ALSO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE N89'JJ'JJ"W ALONG SAID SOUTH LINE, A DISTANCE OF 17.50 FEET TO SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N89'4J'II"W, ALONG SAID SOUTH LINE, A DISTANCE OF 129.92 FEET TO THE POINT OF BEGINNING. CONTAINING 15,584,043 SQUARE FEET OR 357.76 ACRES MORE OR LESS.

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:	_____
Premise Address:	<u>GARDEN GREEN TRL</u>
City, State, Zip:	<u>SAINT CLOUD FL 34772</u>
Premise Number	_____

BILLING INFORMATION

Billing Contact Name: Governmental Management Services – Central Florida, LLC
Billing Address: 219 E. Livingston St.
City, State, Zip: Orlando, FL 32801
Billing Contact Name: Tricia Adams or Sharyn Henning
Billing Contact Phone: 407-841-5524
Federal Tax ID: 81-1053668

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 0223263477
Work Request No: 706465
Comments: _____

SECTION IX

SECTION C

Live Oak Lake CDD

Field Management Report



August 7th, 2024

Jarett Wright

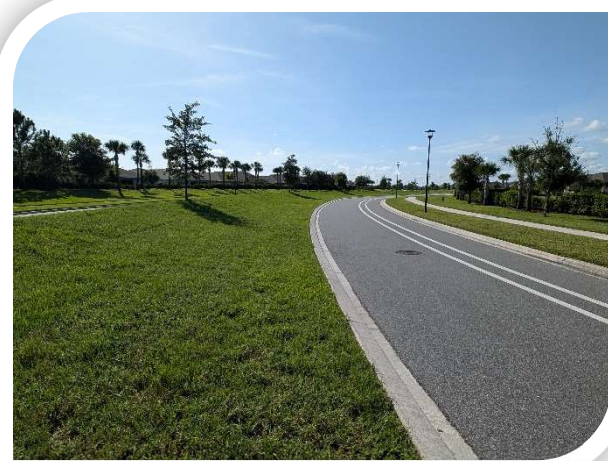
Field Manager

GMS

Landscaping Update

Landscape Items

- ✚ All irrigation heads along Nolte BLVD were changed from 4" to 6" heads for better turf coverage. Overall turf quality has improved with the rains.
- ✚ Currently working with Juniper to schedule the installation of new sod. Due to the high temperatures, we recommend waiting until mid-late August or early September.
- ✚ The high heat has caused various palms and plants to die. These plants will be removed on 8/2/2024 and replacements will be discussed.
- ✚ New sod was installed near the Reserves monument. This section is receiving additional watering.



Site Items

Fountain and Irrigation Electricity

- ✦ The fountains electrical lines are tied into meters owned by the HOA, and the HOA has been paying the cost.
- ✦ District staff is recommending a cost share agreement with the HOA as this would be the most cost-effective solution to resolve this matter.



Aquatic Midge Control

Midge Treatments

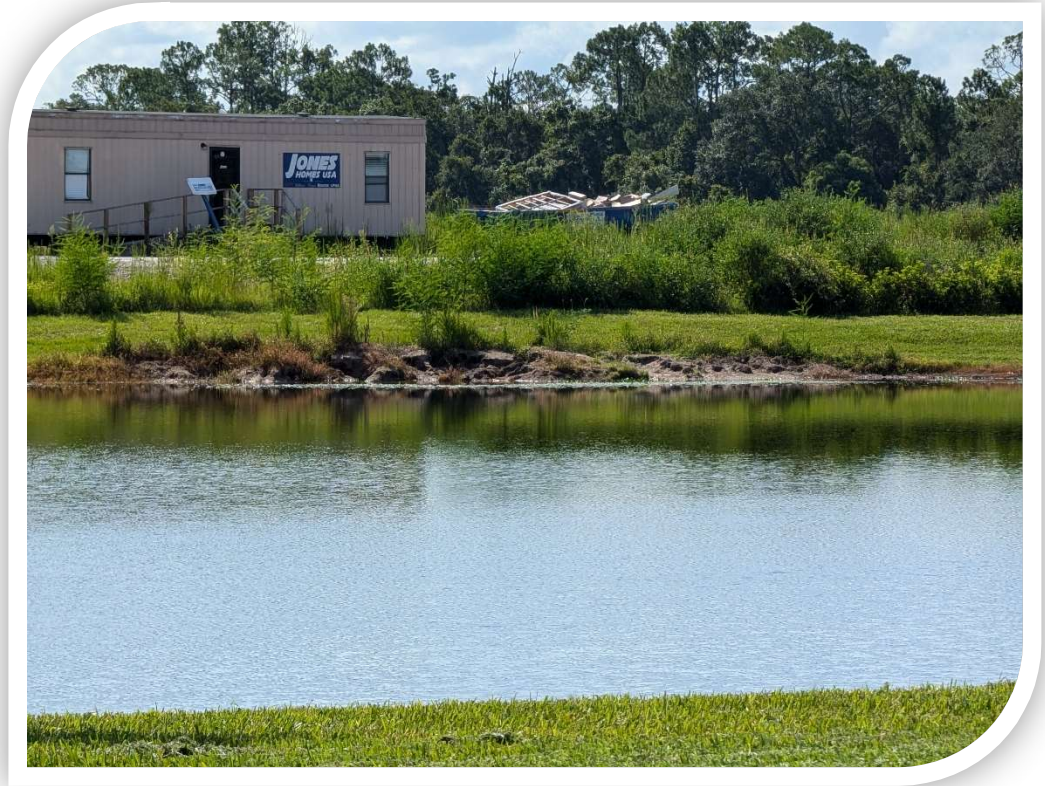
- ✚ Littoral plantings continue to bloom and spread providing additional natural cover for the fish stocking.
- ✚ Midge spray treatments are continuing through September due to the fish stocking being delayed.
- ✚ The fish installation was delayed again due to increased presence of small bass. The population size appears to have dropped and the fish are currently being ordered for delivery. The fish are expected to be installed in the next 30 days pending no issues with the vendor arise.



Site Items

Pond 12 Bank Erosion

- ✚ A small section of the bank on pond 12 has begun to erode.
- ✚ Working with Juniper to correct this issue.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-750-3599, or by email at JWright@gmscfl.com. Thank you.

Respectfully,
Jarett Wright

SECTION D

SECTION 1

LIVE OAK LAKE

COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

June 5, 2024

GENERAL FUND

Date	Check Numbers	Amount
06/04/24	527-533	\$36,749.81
06/21/24	534-536	\$7,978.25
Total		\$44,728.06

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
6/04/24	00006	5/30/24	22409011	202404	310-51300	311100	DEWBERRY ENGINEERS INC.	*	687.50	687.50	000527
6/04/24	00010	5/14/24	96740842	202404	310-51300	42000	FEDEX	*	7.02		
		5/21/24	85071110	202405	310-51300	42000	FEDEX	*	138.38	145.40	000528
6/04/24	00001	4/30/24	96	202404	320-53800	46000	GMS-CENTRAL FLORIDA, LLC	*	1,367.50	6,450.07	000529
		5/01/24	93	202405	310-51300	34000	GMS-CENTRAL FLORIDA, LLC	*	3,215.67		
		5/01/24	93	202405	310-51300	35101	GMS-CENTRAL FLORIDA, LLC	*	129.42		
		5/01/24	93	202405	310-51300	31300	GMS-CENTRAL FLORIDA, LLC	*	416.67		
		5/01/24	93	202405	310-51300	51000	GMS-CENTRAL FLORIDA, LLC	*	.21		
		5/01/24	93	202405	310-51300	42000	GMS-CENTRAL FLORIDA, LLC	*	4.50		
		5/01/24	93	202405	310-51300	42500	GMS-CENTRAL FLORIDA, LLC	*	3.60		
		5/01/24	94	202405	320-53800	34000	GMS-CENTRAL FLORIDA, LLC	*	1,312.50		
6/04/24	00030	5/01/24	27717-19	202405	320-53800	35000	IRRIGATION MANAGEMENT CONSULTING	*	500.00	1,000.00	000530
		6/03/24	27717-20	202406	320-53800	35000	IRRIGATION MANAGEMENT CONSULTING	*	500.00		
6/04/24	00024	6/01/24	266301	202406	320-53800	46200	JUNIPER LANDSCAPING OF FLORIDA, LLC	*	22,585.75	22,585.75	000531
6/04/24	00033	5/28/24	3396027	202404	310-51300	31500	KUTAK ROCK LLP	*	595.00	1,617.50	000532
		5/28/24	3396044	202404	310-51300	31500	KUTAK ROCK LLP	*	1,022.50		
6/04/24	00032	6/01/24	PS107776	202406	320-53800	46800	LOKS LIVE OAK LAKES SHENNING	*	2,789.59		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
6/02/24		PS108071	202406	320-53800-46800						*	1,474.00		
		MAINT 06/24							SOLITUDE LAKE MANAGEMENT			4,263.59	000533
6/21/24	00035	5/15/24	02232634	202405	320-53800-43000				SERVICE THRU 05/13/2024	*	52.47		
		5/15/24	02232634	202405	300-36100-10000				SERVICE THRU 05/13/2024	*	26.72-		
									ORLANDO UTILITIES COMMISSION			25.75	000534
6/21/24	00037	5/23/24	62619-05	202405	320-53800-43100				SERVICE THRU 05/10/2024	*	4,036.19		
									TOHO WATER AUTHORITY			4,036.19	000535
6/21/24	00037	5/23/24	62746-05	202405	320-53800-43100				SERVICE THRU 05/10/2024	*	3,916.31		
									TOHO WATER AUTHORITY			3,916.31	000536
TOTAL FOR BANK B											44,728.06		
TOTAL FOR REGISTER											44,728.06		

LOKS LIVE OAK LAKES SHENNING

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2024

ASSESSMENTS - TAX COLLECTOR

DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNTS/PENALTIES	COMMISSIONS	INTEREST	NET RECEIPTS	\$339,102.80	\$1,014,925.00	\$34,850.00	\$1,388,877.80
							FY 2024	FY 2024	FY 2024	TOTAL
							.36300.10000	.36300.10000	.36300.10000	
							24.42%	73.08%	2.51%	100.00%
							O&M Portion	16 DSF Portion	20 DSF Portion	Total
11/10/23	INSTALLMENTS	\$10,050.53	\$517.15	\$190.67	\$0.00	\$9,342.71	\$2,281.08	\$6,827.20	\$234.43	\$9,342.71
11/24/23	CURRENT DISTRIBUTION	\$191,722.35	\$7,668.73	\$3,681.07	\$0.00	\$180,372.55	\$44,039.03	\$131,807.57	\$4,525.94	\$180,372.55
12/08/23	CURRENT DISTRIBUTION	\$891,942.35	\$35,677.07	\$17,125.31	\$0.00	\$839,139.97	\$204,881.03	\$613,203.07	\$21,055.87	\$839,139.97
12/21/23	CURRENT DISTRIBUTION	\$203,499.35	\$8,061.71	\$3,908.74	\$0.00	\$191,528.90	\$46,762.92	\$139,960.10	\$4,805.88	\$191,528.90
01/10/24	INSTALLMENTS	\$5,957.21	\$178.71	\$115.58	\$0.00	\$5,662.92	\$1,382.64	\$4,138.19	\$142.10	\$5,662.92
01/10/24	CURRENT DISTRIBUTION	\$31,718.00	\$951.59	\$615.33	\$0.00	\$30,151.08	\$7,361.57	\$22,032.96	\$756.56	\$30,151.08
01/31/24	INTEREST	\$0.00	\$0.00	\$0.00	\$1,325.75	\$1,325.75	\$323.69	\$968.79	\$33.27	\$1,325.75
02/07/24	CURRENT DISTRIBUTION	\$11,309.40	\$252.24	\$221.14	\$0.00	\$10,836.02	\$2,645.68	\$7,918.44	\$271.90	\$10,836.02
02/08/24	INSTALLMENTS	\$430.89	\$12.93	\$8.36	\$0.00	\$409.60	\$100.01	\$299.32	\$10.28	\$409.60
03/08/24	CURRENT DISTRIBUTION	\$9,199.65	\$133.45	\$181.32	\$0.00	\$8,884.88	\$2,169.30	\$6,492.64	\$222.94	\$8,884.88
04/08/24	CURRENT DISTRIBUTION	\$13,786.75	\$0.00	\$275.74	\$0.00	\$13,511.01	\$3,298.79	\$9,873.20	\$339.02	\$13,511.01
04/08/24	INSTALLMENTS	\$6,388.02	\$0.00	\$127.76	\$0.00	\$6,260.26	\$1,528.48	\$4,574.70	\$157.08	\$6,260.26
04/19/24	INTEREST	\$0.00	\$0.00	\$0.00	\$92.41	\$92.41	\$22.56	\$67.53	\$2.32	\$92.41
05/07/24	DELINQUENT DISTRIBUTION	\$3,987.55	(\$119.63)	\$82.14	\$0.00	\$4,025.04	\$982.74	\$2,941.31	\$101.00	\$4,025.04
06/07/24	DELINQUENT DISTRIBUTION	\$3,987.55	(\$119.63)	\$82.15	\$0.00	\$4,025.03	\$982.74	\$2,941.30	\$101.00	\$4,025.03
06/18/24	DELINQUENT DISTRIBUTION	\$4,898.20	(\$146.96)	\$100.90	\$0.00	\$4,944.26	\$1,207.17	\$3,613.03	\$124.06	\$4,944.26
TOTAL		\$1,388,877.80	\$53,067.36	\$26,716.21	\$1,418.16	\$1,310,512.39	\$319,969.42	\$957,659.33	\$32,883.64	\$1,310,512.39

318756.63

**GROSS
100.00%**

ASSESSMENTS-DIRECT

DUE DATE	DATE	BILLED AMOUNT	AMOUNT RECEIVED	NET RECEIPTS	\$132,121.97	\$1,018,275.00	\$1,150,396.97
					FY 2024	FY 2024	TOTAL
					.36300.10100	.36300.10100	
					11.48%	88.52%	
					O&M	DSF Portion	Total
10/15/23	10/11/23	\$29,123.38	\$29,123.38	\$29,123.38	\$29,123.38	\$0.00	\$29,123.38
10/15/23	11/6/23	\$13,102.80	\$13,102.80	\$13,102.80	\$13,102.80	\$0.00	\$13,102.80
1/1/24	12/27/23	\$28,266.81	\$28,266.81	\$28,266.81	\$28,266.81	\$0.00	\$28,266.81
1/1/24	11/6/23	\$12,717.42	\$12,717.42	\$12,717.42	\$12,717.42	\$0.00	\$12,717.42
3/1/24	2/23/24	\$28,266.81	\$28,266.81	\$28,266.81	\$28,266.81	\$0.00	\$28,266.81
3/1/24	11/6/23	\$12,717.42	\$12,717.42	\$12,717.42	\$12,717.42	\$0.00	\$12,717.42
4/1/24	3/19/24	\$567,071.92	\$567,071.92	\$567,071.92	\$0.00	\$567,071.92	\$567,071.92
4/1/24	11/6/23	\$74,237.68	\$74,237.68	\$74,237.68	\$0.00	\$74,237.68	\$74,237.68
10/1/24		\$279,304.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/1/24	11/6/23	\$36,564.83	\$36,564.83	\$36,564.83	\$0.00	\$36,564.83	\$36,564.83
TOTAL		\$1,081,373.15	\$802,069.07	\$802,069.07	\$124,194.64	\$677,874.43	\$802,069.07

ASSESSMENTS COMBINED

	GROSS AMOUNT ASSESSED	TAX COLLECTOR RECEIVED	DIRECT RECEIVED	TOTAL COLLECTED	NET PERCENTAGE COLLECTED
O & M	\$471,224.77	\$319,969.42	\$124,194.64	\$444,164.06	94.26%
DEBT SERVICE	\$2,068,050.00	\$957,659.33	\$677,874.43	\$1,635,533.76	79.09%
TOTAL	\$2,539,274.77	\$1,277,628.75	\$802,069.07	\$2,079,697.82	

SECTION 2

Live Oak Lake
Community Development District

Unaudited Financial Reporting
June 30, 2024



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Live Oak Lake
Community Development District
Combined Balance Sheet
June 30, 2024

	<i>General Fund</i>	<i>Impact Fee Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:					
Cash:					
Operating Account	\$ 300,567	\$ 104,541	\$ -	\$ -	\$ 405,108
Due from Impact Fee Fund	\$ 27,365	\$ -	\$ -	\$ -	\$ 27,365
Due from General Fund	\$ -	\$ -	\$ 19,990	\$ -	\$ 19,990
Deposits	\$ 480	\$ -	\$ -	\$ -	\$ 480
Investments:					
Bank United	\$ 17,817	\$ -	\$ -	\$ -	\$ 17,817
Series 2016					
Reserve	\$ -	\$ -	\$ 953,675	\$ -	\$ 953,675
Revenue	\$ -	\$ -	\$ 472,168	\$ -	\$ 472,168
Prepayment	\$ -	\$ -	\$ 1,350	\$ -	\$ 1,350
Construction	\$ -	\$ -	\$ -	\$ 272	\$ 272
Series 2020					
Reserve	\$ -	\$ -	\$ 989,553	\$ -	\$ 989,553
Revenue	\$ -	\$ -	\$ 158,707	\$ -	\$ 158,707
Construction	\$ -	\$ -	\$ -	\$ 89	\$ 89
Total Assets	\$ 346,230	\$ 104,541	\$ 2,595,443	\$ 361	\$ 3,046,574
Liabilities:					
Accounts Payable	\$ 76,828	\$ -	\$ -	\$ -	\$ 76,828
Due to Debt Service	\$ 19,990	\$ -	\$ -	\$ -	\$ 19,990
Due to General Fund	\$ -	\$ 27,365	\$ -	\$ -	\$ 27,365
Total Liabilities	\$ 96,818	\$ 27,365	\$ -	\$ -	\$ 124,183
Fund Balance:					
Nonspendable:					
Prepaid Items	\$ 480	\$ -	\$ -	\$ -	\$ 480
Restricted for:					
Impact Fee	\$ -	\$ 77,176	\$ -	\$ -	\$ 77,176
Debt Service - Series 2016	\$ -	\$ -	\$ 1,446,857	\$ -	\$ 1,446,857
Debt Service - Series 2020	\$ -	\$ -	\$ 1,148,586	\$ -	\$ 1,148,586
Capital Projects - Series 2016	\$ -	\$ -	\$ -	\$ 272	\$ 272
Capital Projects - Series 2020	\$ -	\$ -	\$ -	\$ 89	\$ 89
Unassigned	\$ 248,932	\$ -	\$ -	\$ -	\$ 248,932
Total Fund Balances	\$ 249,412	\$ 77,176	\$ 2,595,443	\$ 361	\$ 2,922,391
Total Liabilities & Fund Balance	\$ 346,230	\$ 104,541	\$ 2,595,443	\$ 361	\$ 3,046,574

Live Oak Lake
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budget Thru 06/30/24	Actual Thru 06/30/24	Variance
Revenues:				
Assessments - Tax Collector (Net)	\$ 318,757	\$ 318,757	\$ 319,969	\$ 1,213
Assessments - Off Roll (Unplatted)	\$ 124,193	\$ 124,195	\$ 124,195	\$ -
Developer Deficit Funding	\$ 258,041	\$ 193,531	\$ -	\$ (193,531)
Interest Income	\$ -	\$ -	\$ 650	\$ 650
Total Revenues	\$ 700,990	\$ 636,482	\$ 444,814	\$ (191,668)
Expenditures:				
<i>General & Administrative:</i>				
Supervisor Fees	\$ 9,600	\$ 7,200	\$ 1,800	\$ 5,400
FICA Expense	\$ 734	\$ 551	\$ 138	\$ 413
Engineering	\$ 15,000	\$ 11,250	\$ 8,050	\$ 3,200
Dissemination	\$ 5,000	\$ 3,750	\$ 3,850	\$ (100)
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Property Appraiser	\$ 600	\$ 450	\$ -	\$ 450
Arbitrage	\$ 1,150	\$ 863	\$ 500	\$ 363
Attorney	\$ 30,000	\$ 22,500	\$ 17,143	\$ 5,358
Annual Audit	\$ 5,100	\$ 5,100	\$ 5,100	\$ -
Trustee Fees	\$ 8,100	\$ 8,100	\$ 8,081	\$ 19
Management Fees	\$ 38,588	\$ 28,941	\$ 28,941	\$ (0)
Postage & Delivery	\$ 1,450	\$ 1,088	\$ 1,010	\$ 78
Copies	\$ 250	\$ 188	\$ 106	\$ 82
Insurance	\$ 6,426	\$ 6,426	\$ 6,076	\$ 350
Legal Advertising	\$ 2,500	\$ 1,875	\$ 583	\$ 1,292
Other Current Charges	\$ 350	\$ 263	\$ -	\$ 263
Office Supplies	\$ 100	\$ 75	\$ 3	\$ 72
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Website Hosting/Compliance	\$ 1,553	\$ 1,164	\$ 1,035	\$ 129
Total General & Administrative	\$ 131,676	\$ 104,957	\$ 87,590	\$ 17,367

Live Oak Lake

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budget Thru 06/30/24	Actual Thru 06/30/24	Variance
<i>Operations & Maintenance</i>				
Field Expenditures				
Field Management	\$ 15,750	\$ 11,813	\$ 11,813	\$ -
Property Insurance	\$ 5,000	\$ 5,000	\$ 3,879	\$ 1,121
Aquatic Control	\$ 40,584	\$ 30,438	\$ 38,265	\$ (7,827)
Mitigation Maintenance	\$ 7,100	\$ 5,325	\$ 1,695	\$ 3,630
Midge Management	\$ 25,000	\$ 18,750	\$ 10,263	\$ 8,487
Contingency	\$ 15,000	\$ 11,250	\$ -	\$ 11,250
Landscape Maintenance	\$ 286,000	\$ 214,500	\$ 203,272	\$ 11,228
Landscaping Replacements	\$ 50,000	\$ 37,500	\$ -	\$ 37,500
Pond Fountain Maintenance	\$ 15,000	\$ 11,250	\$ 2,751	\$ 8,499
Irrigation Consultant Services	\$ 6,000	\$ 4,500	\$ 4,500	\$ -
Irrigation Repairs	\$ 15,000	\$ 11,250	\$ 18,351	\$ (7,101)
General Repairs and Maintenance	\$ 15,000	\$ 11,250	\$ 3,604	\$ 7,646
Electricity-Street Lights	\$ 43,694	\$ 32,771	\$ 36,506	\$ (3,735)
Water-Irrigation	\$ 64,182	\$ 48,136	\$ 36,572	\$ 11,564
Capital Reserve	\$ 18,250	\$ 13,688	\$ -	\$ 13,688
Subtotal Field Expenditures	\$ 621,560	\$ 467,420	\$ 371,470	\$ 95,950
Total Operations & Maintenance	\$ 621,560	\$ 467,420	\$ 371,470	\$ 95,950
Total Expenditures	\$ 753,236	\$ 572,377	\$ 459,060	\$ 113,317
Excess (Deficiency) of Revenues over Expenditures	\$ (52,245)		\$ (14,245)	
Net Change in Fund Balance	\$ (52,245)		\$ (14,245)	
Fund Balance - Beginning	\$ 52,245		\$ 263,657	
Fund Balance - Ending	\$ 0		\$ 249,412	

Live Oak Lake
Community Development District
Impact Fee Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budget Thru 06/30/24	Actual Thru 06/30/24	Variance
Revenues:				
Impact Fees	\$ -	\$ -	\$ 74,928	\$ 74,928
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ 74,928	\$ 74,928
Expenditures:				
Stormwater	\$ -	\$ -	\$ 79,304	\$ (79,304)
Total Expenditures	\$ -	\$ -	\$ 79,304	\$ (79,304)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (4,376)	
Net Change in Fund Balance	\$ -		\$ (4,376)	
Fund Balance - Beginning	\$ -		\$ 81,552	
Fund Balance - Ending	\$ -		\$ 77,176	

Live Oak Lake

Community Development District

Debt Service Fund Series 2016

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budget Thru 06/30/24	Actual Thru 06/30/24	Variance
Revenues:				
Assessments - Tax Roll	\$ 954,993	\$ 954,993	\$ 957,659	\$ 2,666
Interest	\$ 5,000	\$ 3,750	\$ 53,401	\$ 49,651
Total Revenues	\$ 959,993	\$ 958,743	\$ 1,011,061	\$ 52,318
Expenditures:				
Interest - 11/1	\$ 316,763	\$ 316,763	\$ 316,763	\$ -
Special Call - 11/1	\$ 15,000	\$ 15,000	\$ 20,000	\$ (5,000)
Principal - 5/1	\$ 325,000	\$ 325,000	\$ 325,000	\$ -
Interest - 5/1	\$ 316,763	\$ 316,763	\$ 316,303	\$ 459
Total Expenditures	\$ 973,525	\$ 973,525	\$ 978,066	\$ (4,541)
Excess (Deficiency) of Revenues over Expenditures	\$ (13,532)		\$ 32,995	
Net Change in Fund Balance	\$ (13,532)		\$ 32,995	
Fund Balance - Beginning	\$ 439,975		\$ 1,413,862	
Fund Balance - Ending	\$ 426,443		\$ 1,446,857	

Live Oak Lake
Community Development District
Debt Service Fund Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budget Thru 06/30/24	Actual Thru 06/30/24	Variance
Revenues:				
Assessments - Tax Roll	\$ 32,759	\$ 32,759	\$ 32,884	\$ 125
Assessments - Direct	\$ 957,179	\$ 677,874	\$ 677,874	\$ -
Interest	\$ 5,000	\$ 3,750	\$ 41,292	\$ 37,542
Total Revenues	\$ 994,938	\$ 714,383	\$ 752,050	\$ 37,666
Expenditures:				
Interest - 11/1	\$ 344,659	\$ 344,659	\$ 344,659	\$ (0)
Principal - 5/1	\$ 305,000	\$ 305,000	\$ 305,000	\$ -
Interest - 5/1	\$ 344,659	\$ 344,659	\$ 344,659	\$ (0)
Total Expenditures	\$ 994,319	\$ 994,319	\$ 994,319	\$ (0)
Excess (Deficiency) of Revenues over Expenditures	\$ 619		\$ (242,269)	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ 3	\$ 3
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 3	\$ 3
Net Change in Fund Balance	\$ 619		\$ (242,266)	
Fund Balance - Beginning	\$ 392,631		\$ 1,390,852	
Fund Balance - Ending	\$ 393,250		\$ 1,148,586	

Live Oak Lake
Community Development District
Capital Projects Fund Series 2016
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budget Thru 06/30/24	Actual Thru 06/30/24	Variance
Revenues				
Interest	\$ -	\$ -	\$ 9	\$ 9
Total Revenues	\$ -	\$ -	\$ 9	\$ 9
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 9	\$ 9
Net Change in Fund Balance	\$ -	\$ -	\$ 9	\$ 9
Fund Balance - Beginning	\$ -	\$ -	\$ 263	\$ 263
Fund Balance - Ending	\$ -	\$ -	\$ 272	\$ 272

Live Oak Lake

Community Development District

Capital Projects Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2024

	Adopted Budget	Prorated Budget Thru 06/30/24	Actual Thru 06/30/24	Variance
Revenues				
Interest	\$ -	\$ -	\$ 3	\$ 3
Total Revenues	\$ -	\$ -	\$ 3	\$ 3
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 3	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ (3)	\$ (3)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (3)	\$ (3)
Net Change in Fund Balance	\$ -		\$ (0)	
Fund Balance - Beginning	\$ -		\$ 89	
Fund Balance - Ending	\$ -		\$ 89	

Live Oak Lake
Community Development District
 Month to Month
 FY 2024

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
Revenues:													
Assessments - Tax Collector (Net)	\$ -	\$ 46,320	\$ 251,644	\$ 9,068	\$ 2,746	\$ 2,169	\$ 4,850	\$ 983	\$ 2,190	\$ -	\$ -	\$ -	\$ 319,969
Assessments - Off Roll (Unplatted)	\$ 29,123	\$ -	\$ 66,804	\$ -	\$ 28,267	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,195
Developer Deficit Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ 39	\$ 71	\$ 74	\$ 74	\$ 70	\$ 75	\$ 73	\$ 102	\$ 73	\$ -	\$ -	\$ -	\$ 650
Total Revenues	\$ 29,162	\$ 46,391	\$ 318,522	\$ 9,142	\$ 31,082	\$ 2,244	\$ 4,922	\$ 1,085	\$ 2,263	\$ -	\$ -	\$ -	\$ 444,814
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ 600	\$ 600	\$ -	\$ -	\$ -	\$ 1,800
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ 46	\$ -	\$ -	\$ 46	\$ 46	\$ -	\$ -	\$ -	\$ 138
Engineering	\$ -	\$ -	\$ 63	\$ 368	\$ 2,193	\$ 1,038	\$ 688	\$ 2,140	\$ 1,563	\$ -	\$ -	\$ -	\$ 8,050
Dissemination	\$ 517	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ 3,850
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Attorney	\$ 870	\$ -	\$ 673	\$ 1,291	\$ 1,754	\$ 3,977	\$ 1,618	\$ 2,380	\$ 4,582	\$ -	\$ -	\$ -	\$ 17,143
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 2,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,100
Trustee Fees	\$ 4,041	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,081
Management Fees	\$ 3,216	\$ 3,216	\$ 3,216	\$ 3,216	\$ 3,216	\$ 3,216	\$ 3,216	\$ 3,216	\$ 3,216	\$ -	\$ -	\$ -	\$ 28,941
Postage & Delivery	\$ 82	\$ 58	\$ 217	\$ 159	\$ 56	\$ 106	\$ 108	\$ 143	\$ 80	\$ -	\$ -	\$ -	\$ 1,010
Copies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33	\$ -	\$ 4	\$ 69	\$ -	\$ -	\$ -	\$ 106
Insurance	\$ 6,076	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,076
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 583
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 0	\$ 1	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ 3
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Website Hosting/Compliance	\$ 388	\$ -	\$ -	\$ 388	\$ -	\$ -	\$ -	\$ 129	\$ 129	\$ -	\$ -	\$ -	\$ 1,035
Total Administrative	\$ 20,365	\$ 7,732	\$ 4,585	\$ 5,837	\$ 11,281	\$ 11,387	\$ 6,629	\$ 9,074	\$ 10,701	\$ -	\$ -	\$ -	\$ 87,590

Live Oak Lake
Community Development District
Month to Month
FY 2024

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
<i>Operations & Maintenance</i>													
Field Expenditures													
Field Management	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ -	\$ -	\$ -	\$ 11,813
Property Insurance	\$ 3,879	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,879
Aquatic Control	\$ 4,156	\$ 4,264	\$ 4,264	\$ 4,264	\$ 4,264	\$ 4,264	\$ 4,264	\$ 4,264	\$ 4,264	\$ -	\$ -	\$ -	\$ 38,265
Mitigation Maintenance	\$ 1,695	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,695
Midge Management	\$ 2,033	\$ 2,033	\$ 2,033	\$ 2,033	\$ -	\$ -	\$ -	\$ -	\$ 2,131	\$ -	\$ -	\$ -	\$ 10,263
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ 22,586	\$ 22,586	\$ 22,586	\$ 22,586	\$ 22,586	\$ 22,586	\$ 22,586	\$ 22,586	\$ 22,586	\$ -	\$ -	\$ -	\$ 203,272
Landscaping Replacements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pond Fountain Maintenance	\$ -	\$ 832	\$ -	\$ -	\$ 1,087	\$ -	\$ -	\$ 832	\$ -	\$ -	\$ -	\$ -	\$ 2,751
Irrigation Consultant Services	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ 4,500
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 3,456	\$ -	\$ -	\$ -	\$ 14,895	\$ -	\$ -	\$ -	\$ 18,351
General Repairs and Maintenance	\$ 1,951	\$ -	\$ -	\$ -	\$ 285	\$ -	\$ 1,368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,604
Electricity-Street Lights	\$ 54	\$ 55	\$ 53	\$ 52	\$ 52	\$ 54	\$ 52	\$ 52	\$ 36,080	\$ -	\$ -	\$ -	\$ 36,506
Water-Irrigation	\$ 3,826	\$ 3,750	\$ 1,288	\$ 1,169	\$ 3,620	\$ 6,014	\$ 4,756	\$ 7,953	\$ 4,196	\$ -	\$ -	\$ -	\$ 36,572
Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Field	\$ 41,993	\$ 35,332	\$ 32,036	\$ 31,916	\$ 37,162	\$ 34,730	\$ 34,838	\$ 37,499	\$ 85,964	\$ -	\$ -	\$ -	\$ 371,470
Total Expenditures	\$ 62,358	\$ 43,063	\$ 36,620	\$ 37,753	\$ 48,443	\$ 46,117	\$ 41,466	\$ 46,573	\$ 96,665	\$ -	\$ -	\$ -	\$ 459,060
Excess (Deficiency) of Revenues over Expenditures	\$ (33,195)	\$ 3,328	\$ 281,902	\$ (28,612)	\$ (17,361)	\$ (43,873)	\$ (36,544)	\$ (45,488)	\$ (94,402)	\$ -	\$ -	\$ -	\$ (14,245)

LIVE OAK LAKE
COMMUNITY DEVELOPMENT DISTRICT
Long Term Debt Report
FY 2024

Series 2016, Capital Improvement Revenue Bonds		
Interest Rate:	4.50%	
Maturity Date:	5/1/36	\$5,630,000.00
Interest Rate:	4.625%	
Maturity Date:	5/1/47	\$8,220,000.00
Excess Revenues:	Remain In Revenue Fund	
Reserve Fund Definition:	Maximum Annual Debt Assessments	
Reserve Fund Requirement:	\$955,025.00	
Reserve Fund Balance:	\$953,675.00	
Bonds outstanding - 9/30/2023		\$13,850,000.00
Less:	May 1, 2024 (Mandatory)	(\$325,000.00)
Less:	November 1, 2023 (Special Call)	(\$20,000.00)
Current Bonds Outstanding		\$13,505,000.00
Series 2020, Capital Improvement Revenue Bonds		
Interest Rate:	3.125%	
Maturity Date:	5/1/25	\$615,000.00
Interest Rate:	3.800%	
Maturity Date:	5/1/30	\$1,745,000.00
Interest Rate:	4.400%	
Maturity Date:	5/1/40	\$4,810,000.00
Interest Rate:	4.600%	
Maturity Date:	5/1/51	\$8,525,000.00
Excess Revenues:	Remain In Revenue Fund	
Reserve Fund Definition:	Maximum Annual Debt Assessments	
Reserve Fund Requirement:	\$989,553.13	
Reserve Fund Balance:	\$989,553.13	
Bonds outstanding - 9/30/2023		\$15,695,000.00
Less:	May 1, 2024 (Mandatory)	(\$305,000.00)
Current Bonds Outstanding		\$15,390,000.00
Total Current Bonds Outstanding		\$28,895,000.00

SECTION 3



Memorandum

To: Board of Supervisors

From: District Management

Date: August 7, 2024

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives and Annual Reporting Form

Live Oak Lake Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

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

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

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

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

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

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

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

Achieved: Yes No

Goal 1.3: Access to Records Compliance

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

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

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

Achieved: Yes No

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes No

Goal 2.2: District Infrastructure and Facilities Inspections

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

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

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

Achieved: Yes No

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

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

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

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

Achieved: Yes No

Goal 3.2: Financial Reports

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

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

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

Achieved: Yes No

Goal 3.3: Annual Financial Audit

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

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

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

Achieved: Yes No

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Live Oak Lake Community Development District

District Manager: _____

Date: _____

Print Name: _____

Live Oak Lake Community Development District

SECTION 4

**BOARD OF SUPERVISORS MEETING DATES
LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025**

The Board of Supervisors of the Live Oak Lake Community Development District will hold their regular meetings for Fiscal Year 2025 on the 1st Wednesday of each month, at 2:30 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, FL 34747 unless otherwise indicated as follows:

**October 2, 2024
November 6, 2024
December 4, 2024
January 1, 2025 **New Years Day*
February 5, 2025
March 5, 2025
April 2, 2025
May 7, 2025
June 4, 2025
July 2, 2025
August 6, 2025
September 3, 2025**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager